

BEFORE SUBMITTING YOUR BID

- 1. Use pen and ink to complete the Bid.**
- 2. Have you signed and completed the Contract Agreement, Offer & Award Forms?**
- 3. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.**
- 4. Have you included prices for all Bid Items? (“Zero is not considered a bid price.”)**
- 5. Have you included a bid guarantee? Acceptable forms are:**
 - A. Bid Bond on the Department’s prescribed form for 5% of the Bid Amount. (Or forms that do not contain any significant variations from the Department’s forms as solely determined by the Department.)**
 - B. Official Bank Check, Cashier’s Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors.**
- 6. If the written Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta. Other means, such as U.S. Postal Services’ Express Mail has proven not to be reliable.**

AND FOR FEDERAL AID PROJECTS

- 7. Have you included your DBE Utilization commitment in the proper amounts and signed the DBE Certification?**

If you need further information regarding Bid preparation, call the DOT Contracts Section at (207)624-3410.

For complete specifications regarding bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, Revision December 2002.

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contract Rebecca Pooler at rebecca.pooler@maine.gov.

NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

This should not be much of a change for those of you who use Federal Express or similar services.

Hand-carried Bids may be in one envelope as before, and should be marked with the following information:

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
Bid Guaranty-Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____, of the City/Town of _____ and State of _____

as Principal, and _____ as Surety, a

Corporation duly organized under the laws of the State of _____ and having a usual place of

Business in _____ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of _____ for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of _____

_____ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this _____ day of _____ 20____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required.

REQUEST FOR INFORMATION

[illegible][illegible]

Response By:_____ Date:_____

INSTRUCTIONS FOR PREPARING THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan to the Contract's Engineer by 4:30 P.M. on the Bid day.
2. Extend equal opportunity to MDOT certified DBE firms (as listed in MDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Insert Contractor name, the name of the person(s) preparing the form, and that person(s) telephone and fax number.

Provide total Bid price, Federal Project Identification Number, and location of the Project work.

In the columns, name each DBE firm to be used, provide the Unit or Item cost of the Work/Product to be provided by the DBE firm, give a brief description of the Work, and the dollar value of the Work.

If no DBE firm is to be utilized, the Contractor must document the reason(s) why no DBE firms are being used. Specific supporting evidence of good faith efforts taken by Contractors to solicit DBE Bidders must be attached. This evidence, as a minimum, includes phone logs, e-mail and/or mail DBE solicitation records, and the documented results of these solicitations.

NOTICE

Disadvantaged Business Enterprise Proposed Utilization

The Apparent Low Bidder must submit the Disadvantaged Business Enterprise Proposed Utilization form by close of Business (4:30 P.M.) on Bid day.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form contains additional information that is required by USDOT.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form must be used.

A copy of the new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan and instructions for completing it are attached.

Note: Questions about DBE firms, or to obtain a printed copy of the DBE Directory, contact Equal Opportunity at (207) 624-3066.

MDOT's DBE Directory of Certified firms can also be obtained at http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm

CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE PROPOSED UTILIZATION PLAN

Low Bidder shall furnish completed form to Contracts Section by 4:30 P.M. on Bid Opening day.

TO: MDOT Contracts Section
16 State House Station,
Augusta, Me 04333-0016
or
Fax: 207-624-3431

Contractor: _____

Prepared by: _____

Telephone: _____ Fax: _____

BID PRICE: \$ _____ FEDERAL PROJECT # _____ LOCATION: _____

TOTAL DBE PARTICIPATION AS A PERCENT OF TOTAL BID PRICE = _____ %

DBE Firm*	Unit/Item Cost	Unit #	Description of work & Item Number	Actual \$ Value
Total >				

If no DBE firm(s) are used, bidder must document efforts made to secure DBE participation and attach supporting evidence of this effort:

_____.

Examples: Bidder relies wholly upon low quote subcontractor section, DBE firm(s) were not low quote.
No DBE firms bid.

*Only DBE firms certified by MDOT prior to bidding can be utilized by Contractor for DBE credit.
Directory of certified DBEs is available on MDOT's website: www.state.me.us/mdot

Equal Opportunity Use:

Plan received ____/____/____ Verified by: _____ Action: _____



Office of Human Resources

Equal Opportunity

MAINE DEPARTMENT OF TRANSPORTATION

Certified Disadvantaged and Women Business Enterprise

DBE DIRECTORY - MINORITY OWNED

WBE DIRECTORY - WOMEN OWNED

WEBSITE FOR DIRECTORY CAN BE FOUND AT:

http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm

It is the responsibility of the Contractor to access the DBE Directory at this site in order to have the most current listings.

STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Highway Reconstruction in the town of Camden" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on July 21, 2004, and at that time and place publicly opened and read. Bids will be accepted from contractors prequalified by the Department of Transportation for Highway Construction projects. All other Bids may be rejected. MDOT provides the option of electronic bidding. We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. During this transition, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project No. NH-1869(10), PIN. 1869.10

Location: In Knox County, project is located on US. Rte.1 from the intersection of Rte.52 extending northerly 2.7 km.

Outline of Work: Grading, drainage, base, hot mix asphalt, recycled pavement, sewer and water utility work, guardrail, curb, planting trees and shrubs, and other incidental work.

The basis of award will be Section 0001.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at <http://www.state.me.us/mdot/project/design/homepg.htm> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Project Manager Heath Cowan** at (207)624-3431. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at (207) 624-3007.

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Division V Office in Rockland. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207)624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Full size plans \$122.00 (\$129.00 by mail). Half size plans \$61.00 (\$65.00 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

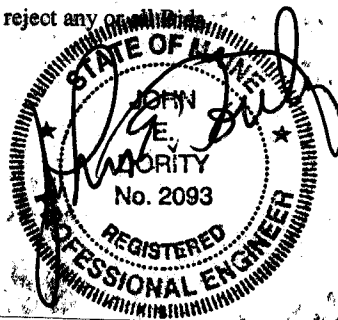
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$145,000.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail] Standard Detail updates can be found at <http://www.state.me.us/mdot/project/design/homepg.htm>

The right is hereby reserved to the MDOT to reject any or all bids.

Augusta, Maine
June 30, 2004



JOHN E. DORITY
CHIEF ENGINEER

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS
&
SUBMISSION OF BID BOND VALIDATION NUMBER (IF APPLICABLE)

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php>. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

MAINE DEPARTMENT OF TRANSPORTATION

BID

DATE OF OPENING :

CALL ORDER :

CONTRACT ID : 001869.10

PROJECTS

NH-1869(10)E

COUNTY : KNOX

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 001869.10

PROJECT(S): NH-1869(10)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
SECTION 0001 HIGHWAY ITEMS				
0010	107.51 PROSECUTION OF WORK - INITIAL SCHEDULE	LUMP	LUMP	
0020	107.52 PROSECUTION OF WORK - MONTHLY UPDATE	10.000 EA		
0030	201.111 CLEARING	LUMP	LUMP	
0040	201.23 REMOVING SINGLE TREE TOP ONLY	12.000 EA		
0050	201.24 REMOVING STUMP	13.000 EA		
0060	202.11 REMOVING PORTLAND CEMENT CONCRETE PAVEMENT	1675.000 M2		
0070	202.15 REMOVING MANHOLE OR CATCH BASIN	26.000 EA		
0080	202.191 REMOVING EXISTING PIPE	LUMP	LUMP	
0090	202.203 PAVEMENT BUTT JOINTS	410.000 M2		
0100	203.20 COMMON EXCAVATION	12750.000 M3		

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 001869.10

PROJECT(S): NH-1869(10)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	203.21 ROCK EXCAVATION	395.000				
		M3				
0120	203.25 GRANULAR BORROW	150.000				
		M3				
0130	203.35 CRUSHED STONE FILL	40.000				
		M3				
0140	206.061 STRUCTURAL EARTH EXCAVATION - DRAINAGE AND MINOR STRUCTURES, BELOW GRADE	100.000				
		M3				
0150	206.07 STRUCTURAL ROCK EXCAVATION - DRAINAGE AND MINOR STRUCTURES	5835.000				
		M3				
0160	211.40 NEW DITCH EXCAVATION	240.000				
		M				
0170	304.08 AGGREGATE BASE COURSE - SCREENED	20.000				
		M3				
0180	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	8400.000				
		M3				
0190	307.32 FULL DEPTH RECYCLED PAVEMENT (UNTREATED MAINLINE TRAVELWAY)	18450.000				
		M2				
0200	403.207 HOT MIX ASPHALT 19.0 MM NOMINAL MAX SIZE	5050.000				
		MG				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 001869.10

PROJECT(S): NH-1869(10)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0210	403.208 HOT MIX ASPHALT 12.5 MM, SURFACE	2356.000 MG				
0220	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTAL)	1000.000 MG				
0230	403.211 HOT MIX ASPHALT (SHIM)	200.000 MG				
0240	403.213 HOT MIX ASPHALT 12.5 MM, BASE	2694.000 MG				
0250	409.15 BITUMINOUS TACK COAT APPLIED	6785.000 L				
0260	411.12 CRUSHED STONE SURFACE	60.000 MG				
0270	502.325 STRUCTURAL CONCRETE CULVERT INVERT LINING	LUMP	LUMP			
0280	502.341 STRUCTURAL CONCRETE ROADWAY MEDIAN	10.000 M3				
0290	525.321 STONE MASONRY WALL - REMOVE AND RESET	10.000 M2				
0300	525.326 FIELD STONE RETAINING WALL	30.000 M2				
0310	525.333 STONE MASONRY WALL - REMOVE AND RESET W/ EXCAVATOR	325.000 M				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 001869.10

PROJECT(S): NH-1869(10)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0320	526.301 TEMPORARY CONCRETE BARRIER TYPE I	LUMP	LUMP			
0330	534.71 PRECAST CONCRETE BOX CULVERT 1800 MM X 900 MM	LUMP	LUMP			
0340	534.71 PRECAST CONCRETE BOX CULVERT 900 MM X 900 MM	LUMP	LUMP			
0350	603.15 300 MILLI METER CULVERT PIPE OPTION I	19.900 M				
0360	603.159 300 MM CULVERT PIPE OPTION III	2.400 M				
0370	603.17 450 MM CULVERT PIPE OPTION I	58.700 M				
0380	603.179 450 MM CULVERT PIPE OPTION III	232.400 M				
0390	603.19 600 MM CULVERT PIPE OPTION I	12.500 M				
0400	603.199 600 MM CULVERT PIPE OPTION III	39.000 M				
0410	603.209 750 MM CULVERT PIPE OPTION III	15.500 M				
0420	603.21 900 MM CULVERT PIPE OPTION I	24.300 M				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 001869.10

PROJECT(S): NH-1869(10)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0430	603.215 900 MM REINFORCED CONCRETE PIPE CLASS III	18.000 M				
0440	603.219 900 MM CULVERT PIPE OPTION III	6.700 M				
0450	603.748 REMOVE CONCRETE HEADWALL	6.000 EA				
0460	603.76 300 MM INLET GRATE UNIT	2.000 EA				
0470	603.78 450 MM INLET GRATE UNIT	11.000 EA				
0480	603.82 900 MM INLET GRATE UNIT	1.000 EA				
0490	604.072 CATCH BASIN TYPE A1-C	30.600 EA				
0500	604.076 1500 MM CATCH BASIN TYPE A1-C	4.200 EA				
0510	604.077 1800MM CATCH BASIN TYPE A1-C	2.000 EA				
0520	604.092 CATCH BASIN TYPE B1-C	29.000 EA				
0530	604.096 1500 MM CATCH BASIN TYPE B1-C	4.600 EA				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 001869.10

PROJECT(S): NH-1869(10)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0540	604.097 1800 MM CATCH BASIN TYPE B1-C	2.000 EA				
0550	604.15 MANHOLE	3.400 EA				
0560	604.153 1500 MM MANHOLE	3.000 EA				
0570	604.16 ALTERING CATCH BASIN TO MANHOLES	1.000 EA				
0580	604.18 ADJUSTING MANHOLE OR CATCH BASIN TO GRADE	16.000 EA				
0590	604.242 CATCH BASIN TYPE F3	2.000 EA				
0600	604.245 CATCH BASIN TYPE F4-C	1.000 EA				
0610	604.246 CATCH BASIN TYPE F5	2.000 EA				
0620	604.247 CATCH BASIN TYPE F5-C	1.000 EA				
0630	604.248 CATCH BASIN TYPE F6	1.000 EA				
0640	604.249 CATCH BASIN TYPE F6-C	1.000 EA				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 001869.10

PROJECT(S): NH-1869(10)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0650	604.252 CATCH BASIN TYPE A5-C	3.600 EA		
0660	604.262 CATCH BASIN TYPE B5-C	3.400 EA		
0670	604.263 1800 MM CATCH BASIN TYPE B5-C	1.200 EA		
0680	605.09 150 MM UNDERDRAIN TYPE B	3136.300 M		
0690	605.13 450 MM UNDERDRAIN TYPE C	946.000 M		
0700	605.15 600 MM UNDERDRAIN TYPE C	693.900 M		
0710	605.17 750 MM UNDERDRAIN TYPE C	40.100 M		
0720	605.18 900 MM UNDERDRAIN TYPE C	162.100 M		
0730	606.17 GUARDRAIL TYPE 3B - SINGLE RAIL	110.000 M		
0740	606.35 GUARDRAIL DELINEATOR POST	16.000 EA		
0750	606.363 GUARDRAIL REMOVE AND DISPOSE	85.000 M		

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 001869.10

PROJECT(S): NH-1869(10)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0760	606.47 SINGLE WOOD POST	75.000				
		EA				
0770	606.612 STEEL BACKED TIMBER GUARDRAIL	105.000				
		M				
0780	606.79 GUARDRAIL 350 FLARED TERMINAL	4.000				
		EA				
0790	606.80 BURIED-IN-SLOPE GUARDRAIL END	4.000				
		EA				
0800	607.16 CHAIN LINK FENCE - 1.2 METER	60.000				
		M				
0810	607.22 CEDAR RAIL FENCE	115.000				
		M				
0820	607.24 REMOVE AND RESET FENCE	150.000				
		M				
0830	607.415 WOOD GATE STATE PARK	1.000				
		EA				
0840	607.44 SAFETY FENCE	200.000				
		M				
0850	608.253 MASONRY PAVER WITH TRUNCATED DOME	20.000				
		M2				
0860	609.11 VERTICAL CURB TYPE 1	1885.000				
		M				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 001869.10

PROJECT(S): NH-1869(10)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0870	609.12 VERTICAL CURB TYPE 1 - CIRCULAR	61.000 M				
0880	609.234 TERMINAL CURB TYPE 1 - 1.2 METER	63.000 EA				
0890	609.237 TERMINAL CURB TYPE 1 - 2.1 METER	50.000 EA				
0900	609.2371 TERMINAL CURB TYPE 1- 2.1M - CIRCULAR	16.000 EA				
0910	609.26 CURB TRANSITION SECTION B TYPE 1	5.000 EA				
0920	609.31 CURB TYPE 3	50.000 M				
0930	609.34 CURB TYPE 5	1304.000 M				
0940	609.35 CURB TYPE 5 - CIRCULAR	40.000 M				
0950	609.50 CONCRETE BASE FOR CURBING	185.000 M				
0960	610.08 PLAIN RIPRAP	390.000 M3				
0970	610.18 STONE DITCH PROTECTION	190.000 M3				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 001869.10

PROJECT(S): NH-1869(10)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0980	613.319 EROSION CONTROL BLANKET	2190.000 M2				
0990	615.07 LOAM	2100.000 M3				
1000	618.1301 SEEDING METHOD NUMBER 1 - PLAN QUANTITY	145.000 UN				
1010	618.1401 SEEDING METHOD NUMBER 2 - PLAN QUANTITY	70.000 UN				
1020	619.1201 MULCH - PLAN QUANTITY	210.000 UN				
1030	619.1301 BARK MULCH - PLAN QUANTITY	50.000 M3				
1040	619.1401 EROSION CONTROL MIX	50.000 M3				
1050	620.54 STABILIZATION GEOTEXTILE	500.000 M2				
1060	620.56 DRAINAGE GEOTEXTILE	155.000 M2				
1070	620.58 EROSION CONTROL GEOTEXTILE	900.000 M2				
1080	621.025 EVERGREEN TREES (900 MM - 1200 MM) GROUP A	48.000 EA				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 001869.10

PROJECT(S): NH-1869(10)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1090	621.026 EVERGREEN TREES (900 MM - 1200 MM) GROUP B	19.000 EA				
1100	621.037 EVERGREEN TREES (1500 MM - 1800 MM) GROUP A	5.000 EA				
1110	621.101 PLUG/ STARTER PLANT	500.000 EA				
1120	621.121 SMALL DECIDUOUS TREES (1500 MM - 1800 MM) GROUP B	12.000 EA				
1130	621.127 SMALL DECIDUOUS TREES (1800 MM - 2400 MM) GROUP B	6.000 EA				
1140	621.196 MEDIUM DECIDUOUS TREE (45 MM - 50 MM CALIPER) GROUP B	41.000 EA				
1150	621.273 LARGE DECIDUOUS TREE (50 MM - 65 MM CALIPER) GROUP A	29.000 EA				
1160	621.274 LARGE DECIDUOUS TREE (50 MM - 65 MM CALIPER) GROUP B	3.000 EA				
1170	621.275 LARGE DECIDUOUS TREE (50 MM - 65 MM CALIPER) GROUP C	2.000 EA				
1180	621.281 LARGE DECIDUOUS TREE (65 MM - 75 MM CALIPER) GROUP C	15.000 EA				
1190	621.386 DWARF EVERGREENS (100 MM - 200 MM)	120.000 EA				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 001869.10

PROJECT(S): NH-1869(10)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1200	621.387 DWARF EVERGREENS (200 MM - 300 MM)	12.000 EA				
1210	621.388 DWARF EVERGREENS (300 MM - 375 MM)	63.000 EA				
1220	621.478 BRDLF EVERGREENS (150 MM - 300 MM) GP A	72.000 EA				
1230	621.48 BROADLEAF EVERGREENS (375 MM - 450 MM) GROUP A	18.000 EA				
1240	621.51 DECIDUOUS SHRUBS (375 MM - 450 MM)	12.000 EA				
1250	621.511 DECIDUOUS SHRUBS (450MM - 600MM) GROUP A	84.000 EA				
1260	621.546 DECIDUOUS SHRUBS (600 MM - 900 MM) GROUP A	72.000 EA				
1270	621.547 DECIDUOUS SHRUBS (600 MM - 900 MM) GROUP B	72.000 EA				
1280	621.552 DECIDUOUS SHRUBS (900 MM - 1200 MM) GROUP A	36.000 EA				
1290	621.654 VINES (300 MM - 375 MM) NO.1 CONT.	9.000 EA				
1300	621.655 VINES (300 MM - 375 MM) NO.1 CONT.	3.000 EA				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 001869.10

PROJECT(S): NH-1869(10)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
1310	621.708 HERBACEOUS PERENNIALS - CONT. (76MM) GROUP A	480.000 EA		
1320	621.709 HERBACEOUS PERENNIALS - CONT. (76MM) GROUP.B	72.000 EA		
1330	621.71 HERBACEOUS PERENNIALS GROUP A	102.000 EA		
1340	621.80 ESTABLISHMENT PERIOD	LUMP	LUMP	
1350	626.11 PRECAST CONCRETE JUNCTION BOX: _____	2.000 EA		
1360	626.22 NON-METALLIC CONDUIT	20.000 M		
1370	626.31 450 MM FOUNDATION	2.000 EA		
1380	627.711 WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE (PLAN QUANTITY)	8550.000 M		
1390	627.75 WHITE OR YELLOW PAVEMENT AND CURB MARKING	140.000 M2		
1400	627.76 TEMPORARY PAVEMENT MARKING LINE, WHITE OR YELLOW	LUMP	LUMP	
1410	629.05 HAND LABOR, STRAIGHT TIME	200.000 HR		

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 001869.10

PROJECT(S): NH-1869(10)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1420	631.10 AIR COMPRESSOR (INCLUDING OPERATOR)	100.000 HR				
1430	631.11 AIR TOOL (INCLUDING OPERATOR)	100.000 HR				
1440	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	100.000 HR				
1450	631.14 GRADER (INCLUDING OPERATOR)	50.000 HR				
1460	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	100.000 HR				
1470	631.18 CHAIN SAW RENTAL (INCLUDING OPERATOR)	25.000 HR				
1480	631.20 STUMP CHIPPER (INCLUDING OPERATOR)	50.000 HR				
1490	631.22 FRONT END LOADER (INCLUDING OPERATOR)	100.000 HR				
1500	631.32 CULVERT CLEANER (INCLUDING OPERATOR)	50.000 HR				
1510	634.273 EMBEDDED SNOW AND ICE MELTING SYSTEM	LUMP	LUMP			
1520	637.071 DUST CONTROL	LUMP	LUMP			

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 001869.10

PROJECT(S): NH-1869(10)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1530	639.18 FIELD OFFICE TYPE A	1.000 EA				
1540	643.81 TRAFFIC SIGNAL CONTROL SYSTEM PEDESTRIAN ACTUATED	LUMP	LUMP			
1550	645.113 REINSTALL GUIDE SIGN STATE PARK SIGN	1.000 EA				
1560	645.113 REINSTALL GUIDE SIGN THE LODGE @ CAMDEN HILLS	1.000 EA				
1570	645.271 REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGNS, TYPE I	6.000 M2				
1580	652.31 TYPE I BARRICADE	25.000 EA				
1590	652.311 TYPE II BARRICADE	25.000 EA				
1600	652.33 DRUM	200.000 EA				
1610	652.34 CONE	200.000 EA				
1620	652.35 CONSTRUCTION SIGNS	60.000 M2				
1630	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP	LUMP			

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 001869.10

PROJECT(S): NH-1869(10)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
1640	652.38 FLAGGER	7000.000 HR		
1650	652.41 PORTABLE - CHANGEABLE MESSAGE SIGN	2.000 EA		
1660	653.24 100 MM POLY PLASTIC INSULATION	40.000 M2		
1670	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP	
1680	657.24 SEEDING PITS	20.000 UN		
1690	658.20 ACRYLIC LATEX COLOR FINISH, GREEN	235.000 M2		
1700	659.10 MOBILIZATION	LUMP	LUMP	
1710	660.21 ON-THE-JOB TRAINING (BID)	3000.000 HR		
1720	801.01 PUMP STATION WITH SELF PRIMING PUMPS	LUMP	LUMP	
1730	801.09 50 MM SEWER FORCE MAIN	125.000 M		
1740	801.17 200 MM PVC SANITARY SEWER (SDR-35)	45.000 M		

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 001869.10

PROJECT(S): NH-1869(10)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1750	801.175 250 MM PVC SANITARY SEWER	735.000 M				
1760	803.134 100MM SERVICE LATERAL	335.000 M				
1770	803.135 150MM SERVICE LATERAL	80.000 M				
1780	803.16 1.2 M DIAMETER PRECAST SEWER MANHOLE	16.000 EA				
1790	822.3211 100 MM CLASS 50 DI PIPE	10.000 M				
1800	822.3221 150 MM CLASS 50 DI PIPE	35.000 M				
1810	822.3411 200 MM CLASS 50 DI PIPE	60.000 M				
1820	822.3611 300 MM CLASS 50 DI PIPE	820.000 M				
1830	823.311 300MM GATE VALVE WITH BOX	8.000 EA				
1840	823.3251 200MM GATE VALVE WITH BOX	6.000 EA				
1850	823.3351 100MM GATE VALVE WITH BOX	1.000 EA				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 001869.10

PROJECT(S): NH-1869(10)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
1860	823.34 BLOWOFF VALVE ASSEMBLY	4.000 EA		
1870	824.30 FIRE HYDRANTS	3.000 EA		
1880	824.32 REMOVE AND RESET HYDRANTS	3.000 EA		
1890	825.42 50 MM COPPER SERVICE	50.000 M		
1900	825.43 25 MM COPPER SERVICE	320.000 M		

	SECTION 0001 TOTAL			.

SECTION 0002 STATE PARK OVERLAY				
1910	890.01 SPECIAL WORK #1 STATE PARK ROAD OVERLAY	LUMP	LUMP	
	SECTION 0002 TOTAL			
	TOTAL BID			

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **1869.10** for **Highway Reconstruction** in the town of **Camden**, County of **Knox**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **June 30, 2006**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is

Section 0001 \$ _____

Section 0002 \$ _____

Performance Bond and Payment Bond each being 100% of the amount awarded under this Contract (see award amount in Section G below).

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 1869.10 - Highway Reconstruction - in the town of Camden,

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted for (see checked boxes):

Section 0001 ☐

Section 0002 ☐

Contract Amount: _____

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **1869.10** for **Highway Reconstruction** in the town of **Camden**, County of **Knox**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **June 30, 2006**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is

Section 0001 \$ _____

Section 0002 \$ _____

Performance Bond and Payment Bond each being 100% of the amount awarded under this Contract (see award amount in Section G below).

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 1869.10 - Highway Reconstruction - in the town of Camden,

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted for (see checked boxes):

Section 0001 ☐

Section 0002 ☐

Contract Amount: _____

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

(Name of the firm bidding the job)

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at **(address of the firm bidding the job)**

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **1224.00**

for the **Hot Mix Asphalt Overlay** in the town/city of **West Eastport**, County of **Washington**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 15**, 2003. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents) \$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 1234.00 West Eastport, Hot Mix Asphalt Overlay

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR
(Sign Here)

(Signature of Legally Authorized Representative
of the Contractor)
(Witness Sign Here) _____ (Print Name Here)
Witness _____
(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

(Witness)

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and the State of** _____, as principal,
and _____,
a corporation duly organized under the laws of the State of _____ and having a
usual place of business _____,
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum
of _____ **and 00/100 Dollars (\$** _____ **)**,
to be paid said Treasurer of the State of Maine or his successors in office, for which
payment well and truly to be made, Principal and Surety bind themselves, their heirs,
executors and administrators, successors and assigns, jointly and severally by these
presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of _____
promptly and faithfully performs the Contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State
of Maine.

Signed and sealed this _____ day of _____, 20_____.

WITNESSES:

Signature.....
Print Name Legibly

Signature

Print Name Legibly

SURETY ADDRESS:

.....
.....
.....

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

Print Name Legibly

SURETY:

Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS

.....
.....

.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and the State of** _____, as principal,
and _____
a corporation duly organized under the laws of the State of _____ and having a
usual place of business in _____,
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use
and benefit of claimants as herein below defined, in the sum of
_____ **and 00/100 Dollars (\$** _____ **)**
for the payment whereof Principal and Surety bind themselves, their heirs, executors and
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly satisfies all claims and demands incurred for all
labor and material, used or required by him in connection with the work contemplated by
said Contract, and fully reimburses the obligee for all outlay and expense which the
obligee may incur in making good any default of said Principal, then this obligation shall
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a
Subcontractor of the Principal for labor, material or both, used or reasonably required for
use in the performance of the contract.

Signed and sealed this _____ day of _____, 20 .. .

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

Print Name Legibly

SURETY:

Signature.....

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

ADDRESS

TELEPHONE

General Decision Number ME030009 06/13/2003 ME9

Superseded General Decision No. ME020009

State: Maine

Construction Type:
HIGHWAY

County(ies):

AROOSTOOK	KNOX	SAGADAHOC
FRANKLIN	LINCOLN	SOMERSET
HANCOCK	OXFORD	WALDO
KENNEBEC	PISCATAQUIS	YORK

HIGHWAY CONSTRUCTION PROJECTS excluding major bridging (for example: bascule, suspension and spandrel arch bridges; those bridging waters presently navigating or to be navigatable; and those involving marine construction in any degree); tunnels, building structures in rest area projects and railroad construction.

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):

AROOSTOOK	KNOX	SAGADAHOC
FRANKLIN	LINCOLN	SOMERSET
HANCOCK	OXFORD	WALDO
KENNEBEC	PISCATAQUIS	YORK

ENGI0004V 04/01/2003

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
Pavers	16.51	6.00
Rollers	16.51	6.00

SUME4024A 10/24/2000

	Rates	Fringes
CARPENTERS	11.60	1.51
IRONWORKERS		
Structural	12.03	1.58
LABORERS		
Drillers	10.00	2.50
Flaggers	6.00	
Guardrail Installers	7.92	
Landscape	7.87	.16
Line Stripper	8.69	.23
Pipelayers	9.21	2.31
Rakers	9.00	1.51
Sign Erectors	10.00	
Unskilled	8.66	1.38
Wheelman	8.50	.43
POWER EQUIPMENT OPERATORS		
Backhoes	11.87	2.05
Bulldozers	12.33	2.88

Cranes	14.06	1.75
Excavators	12.38	2.48
Graders	13.06	3.73
Loaders	11.41	2.87
Mechanics	13.18	2.57

TRUCK DRIVERS

Dump	9.35	3.10
Tri axle	8.70	1.18
Two axle	8.56	2.19

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

□

SPECIAL PROVISION
CONSTRUCTION AREA

A Construction Area located in the **Town of Camden** has been established by the Maine Department of Transportation in accordance with provisions of Title 29, Section 1703, Maine Revised Statutes Annotated.

- (a) The section of highway under construction beginning at Sta. 1+053 and ending at Sta. 3+800 of the construction centerline plus approaches.
- (b) (US. Rte.1) The section of highway under construction beginning at Sta. 1+053 and ending at Sta. 3+800 of the new construction centerline plus approaches.

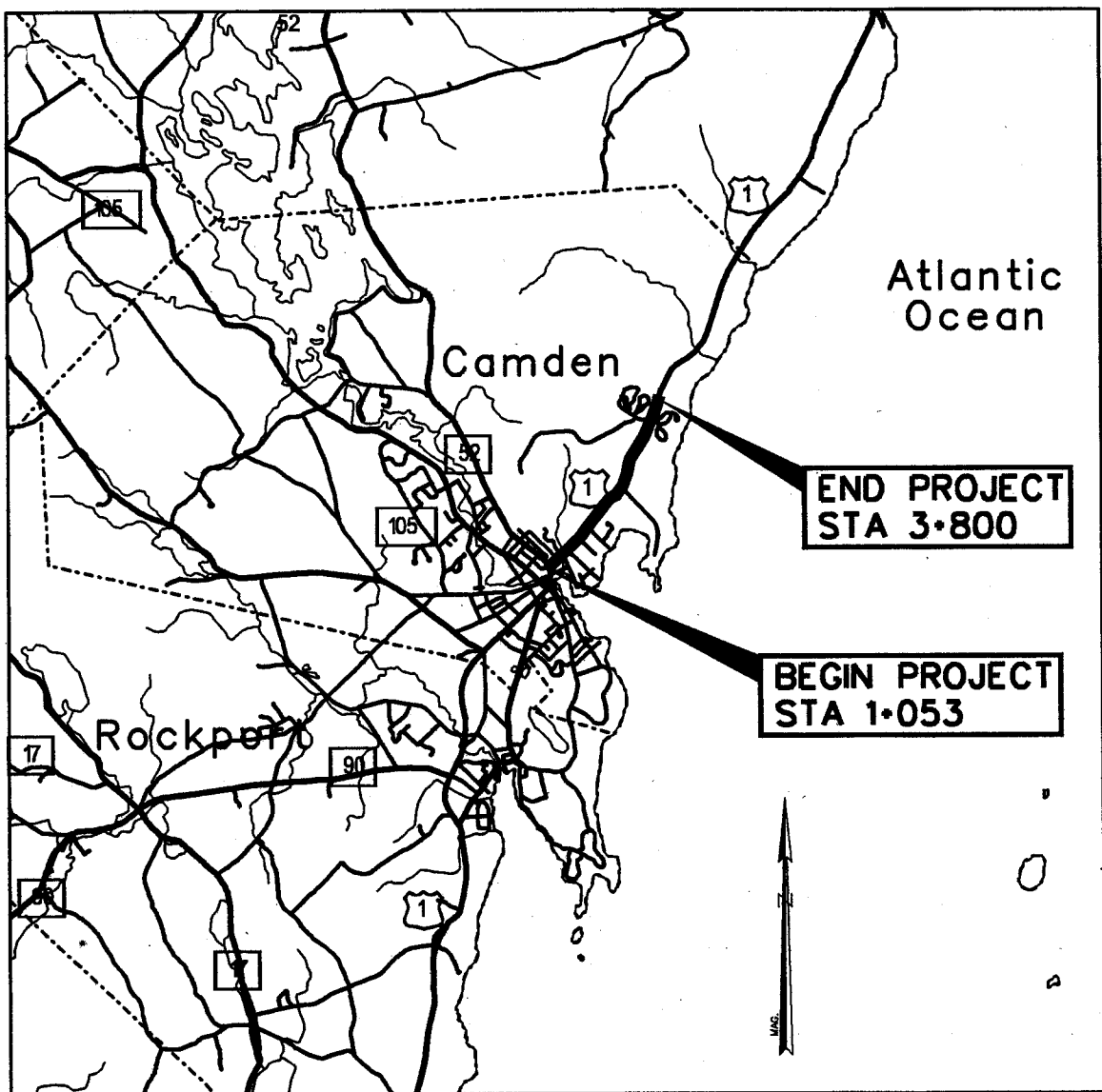
The State Department of Transportation or the State's Engineer may issue permits for stated periods of time for moving construction equipment without loads, low-bed trailers with overloads, over-height, over-width or over-length equipment or materials over all State maintained sections described in the "Construction Area" above and in addition may issue permits for stated periods of time for moving overweight vehicles and loads over the section described in (a) above. The right to revoke such a permit at any time is reserved by the State Department of Transportation and the issuance of such permits shall be subject to any Special Provisions or Supplemental Specifications written for this project.

A Temporary Permit for each move may be issued by the State Department of Transportation or the State's Engineer for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over highways maintained by the State reasonably within the area of the project.

The Municipal Officers for the **Town of Camden** agreed that a permit will be issued to the Contractor for the purpose of hauling loads in excess of the limits as specified in Title 29, Maine Revised Statutes Annotated, on the town ways as described in the "Construction Area" and that single move permits will be issued for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over town ways reasonably within the area of the project.

In the event it is necessary to transport gravel, borrow, or other construction material in legally registered vehicles carrying legal loads over town ways, a Contractor's Bond of not more than Nine Thousand (\$9,000.00) per kilometer of traveled length may be required by the town, the exact amount of said bond to be determined prior to use of any town way.

The maximum speed limits for trucks on any town way will be forty (40) km per hour [25 mph], unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.



LOCATION MAP

A PORTION OF KNOX COUNTY

SPECIAL PROVISION
CONSTRUCTION AREA

Title 29A, M.R.S.A., Subsection 2383. Overlimit movement permits

1. Overlimit movement permits issued by State. The Secretary of State, acting under guidelines and advice of the Commissioner of Transportation, may grant permits to move non-divisible objects having a length, width, height or weight greater than specified in this Title over a way or bridge maintained by the Department of Transportation.
2. Permit Fee. The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for these permits, at not less than \$3, nor more than \$15, based on weight, height, length and width.
3. County and municipal permits. A permit may be granted, for a reasonable fee, by county commissioners or municipal officers for travel over a way or bridge maintained by that county or municipality.
4. Permits for weight. A vehicle granted a permit for excess weight must first be registered for the maximum gross vehicle weight allowed for that vehicle.
5. Special mobile equipment. The Secretary of State may grant a permit, for no more than one year, to move pneumatic-tire equipment under its own power, including Class A and Class B special mobile equipment, over ways and bridges maintained by the Department of Transportation. The fee for that permit is \$15 for each 30-day period.
6. Scope of permit. A permit is limited to the particular vehicle or object to be moved and particular ways and bridges.
7. Construction permits. A permit for a stated period of time may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The Permit:
 - A. Must be procured from the municipal officers for a construction area within that municipality;
 - B. May require the Contractor to be responsible for damage to ways used in the construction areas and may provide for:
 - (1) Withholding by the agency of the work of final payment under contract;
or
 - (2) The furnishing of a bond by the Contractor to guarantee suitable repair or payment of damages.
 - C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and
 - D. For construction areas, carries no fee and does not come within the scope of this section.
8. Gross vehicle weight permits. The following may grant permits to operate a vehicle having a gross vehicle weight exceeding the prescribed limit:

- A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within city or compact village limits;
 - B. Municipal officers, for all other ways and bridges within that city and compact village limits; and
 - C. The county commissioners, for county roads and bridges located in unorganized territory.
9. Pilot vehicles and state police escorts. Pilot vehicles required by a permit must be equipped with warning lights and signs as required by the Secretary of State with the advice of the Department of Transportation.

Warning lights may only be operated and lettering on the signs may only be visible on a pilot vehicle while it is escorting on a public way a vehicle with a permit.

The Secretary of State shall require a State Police escort for a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width. The Secretary of State, with the advice of the Commissioner of Transportation, may require vehicles of lesser dimensions to be escorted by the State Police.

The Bureau of State Police shall establish a fee for State Police escorts.

All fees collected must be used to defray the cost of services provided.

With the advice of the Commissioner of Transportation and the Chief of the State Police, the Secretary of State shall establish rules for the operation for the operation of pilot vehicles.

10. Taxes paid. A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes.

1993, c. 683, § S-2, eff. January 1, 1995.

Historical and Statutory Notes

Derivation:

R.S. 1954, c. 22 § 98
Laws 1955, c. 389
Laws 1967, c. 3.
Laws 1971, c. 593, § 22.
Laws 1973, c. 213.
Laws 1975, c. 130, §
Laws 1975, c. 319, § 2

Laws 1977, c. 73, § 5.
Laws 1981, c. 413.
Laws 1985, c. 225, § 1
Laws 1987, c. 52.
Laws 1987, 781, § 3.
Laws 1989, c. 866, § B-13.
Laws 1991, c. 388, § 8.
Laws 1993, c. 683, § A-1.
Former 29 M.R.S.A. § 2382.

Cross Reference

Collection by Secretary of State, See 29-A
M.R.S.A. § 154.

Camden
1869(10)E
June 23, 2004

SPECIAL PROVISION
Section 102
(Geotechnical Information)

Geotechnical Information furnished or referred to in the plan set is for the Contractor's use. The Department shall not be responsible for the Contractor's interpretations of, or conclusions drawn from, the Geotechnical Information. A geotechnical report is available for this project. The boring logs contained in the report represent factual subsurface information collected at discrete locations. It may not represent subsurface conditions. Bidders may purchase a copy of the project geotechnical report, "Report of subsurface investigation for reconstruction and drainage improvements, Route 1 in the Town of Camden, Knox County", MDOT Soils Report 2002-02, February 2002, by contacting the project manager.

SPECIAL PROVISIONS
SECTION 104
Utilities

MEETING

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **is** required.

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made by the Department for utility and/or railroad work to be undertaken in conjunction with this project. The following list identifies all known utilities or railroads having facilities presently located within the limits of this project or intending to install facilities during project construction

Overview:

Utility/Railroad	Aerial	Underground	Railroad
Adelphia Communications Corporation	X		
Central Maine Power Company	X		
Verizon	X		
Aqua Maine, Inc.		X	
Town of Camden Sanitary district		X	
Town of Camden Fire Department	X		

Temporary utility adjustments may be required.

Unless otherwise specified, any underground utility facilities shown on the project plans represent approximate locations gathered from available information. The Department cannot certify the level of accuracy of this data. Underground facilities indicated on the topographic sheets (plan views) have been collected from historical records and/or on-site designations provided by the respective utility companies. Underground facilities indicated on the cross-sections have been carried over from the plan view data and may also include further approximations of the elevations (depths) based upon straight-line interpolation from the nearest manholes, gate valves, or test pits.

All adjustments are to be made by the respective utility/railroad unless otherwise specified herein.

Fire hydrants shall not be disturbed until all necessary work has been accomplished to provide proper fire protection.

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AERIAL

****SPECIAL NOTE TO THE CONTRACTOR****

Augering for poles and anchors will be exempt from the Tree Protection Requirements outlined in the contract documents.

Summary:

Utility	Pole Set	New Wires/ Cables	Trans. Wires/ Cables	Remove Wires	Remove Poles	Estimated Working Days
Adelphia Communications Corporation			20			20
Central Maine Power Company	15		35		5	55
Verizon	20		70		15	105
Town of Camden Fire Department				1		1
Total:						181

Utility Specific Issues:

Central Maine Power

Central Maine Power has entered into an agreement with the Department to include their tree clearing and trimming in the contract. The Contractor shall perform the clearing and trim work as part of the bid document and include the clearing and trim work in the schedule for construction.

CMP will complete their pole design and will supply Verizon with the proposed design. CMP will set the proposed poles, and then **after Verizon has completed their pole sets** CMP will transfer their wires to the relocated poles. Then CMP will have to wait for Verizon and Adelphia to transfer their wires and the Town of Camden Fire Department to remove their wires, and then CMP will remove the poles. It is anticipated that the CMP will require 15 working days to set the poles, 35 working days to construct new line, and 5 working days to remove the abandoned poles, for a total of 55 working days.

Contact – Mr. Dennis Chadbourne

Telephone – 828-2860

Town of Camden Fire Department

The Town of Camden Fire Department cannot perform any work until CMP has set the poles and transferred their wires. Once CMP has completed this work, the Fire Department will remove their wires. It is anticipated that the Fire Department will require 1 working day to remove their wires.

Contact – Mr. Steve Gibbons

Telephone – 236-7950

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Adelphia

Adelphia cannot perform any work until CMP and Verizon has set the poles and CMP has transferred their wires and the Town of Camden Fire Department has removed their wires. Once CMP has completed this work, Adelphia will transfer their wires to the new poles. It is anticipated that Adelphia will require 20 working days to transfer their wires.

Contact – Mr. Steve Bossie

Telephone – 478-7906 x 2421

Verizon

Verizon will be setting new poles on the project which will take 20 working days. After they set their poles they cannot perform any further work until CMP finishes their line work. After the Town of Camden Fire Department has removed their wires, and Adelphia has transferred their wires to the new poles it is anticipated that Verizon will require 70 working days to transfer their wires to the new poles and then 15 working days to remove their old poles.

Contact – Mr. David Leavitt

Telephone – (207) 990-5239

POLE LIST

Pole	Station	Offset (m)	Side	New Offset (m)	Miscellaneous/Remarks
310-1/ 1.1	1+058		R	OK	Existing pole behind sidewalk. Pole okay as is.
310/1	1+060	9.5	R	OK	Existing pole behind sidewalk. Pole okay as is.
311/ 2	1+104	6.5	R	6.7	Replace pole to back of sidewalk. Eliminate the riser cable on this pole. Offset changed 11/2003 due to trim
312/ 3	1+139	6.5	R	(OK)	Eliminate the esplanade and the existing pole is behind the proposed sidewalk. This is a major riser pole. The existing pole will be okay.
313/ 4	1+172.2	6.5	R	(OK)	Eliminate the esplanade and the existing pole is behind the proposed sidewalk. The existing pole will be okay.
314/ 5	1+214.8	5.8	R	-6.3	Relocate pole to back of sidewalk. This is the take-off pole for Harden Avenue. Place 40'4 and s/w anchor, L=10'.
315/6	(1+257.5)1+250	6.3	R	-6.3	Move new pole to Sta 1+250 to clear culvert area. Pole to be at 6.3m and behind guardrail. Eliminate old pole at 1+257.5 R. Mdot to clear trees for wall work.
315D/6.1	1+249.1	9.6	L	Eliminated	Pole being eliminated by Telco due to re-cabling of Rockbrook Drive. CMP to re-feed Rockbrook Drive off new Pole 7.1. Conduits placed on separate authority by Tom Atwood.
316/ 7	1+308.6	5.8	R	(OK)	Pole at corner of Sea Street is okay per Julia Spinney. Used for new cable to Rockbrook Drive.
316S/7S	1+312.5	6.8	L	-6.8	Existing pole behind sidewalk. Serves as a stub pole for Sea Street. Catv has underground feed to Rockbrook Drive off it. Vz to replace for condition w/35'4 & TTA.
317/ 8	1+350.8	7.0	R	4.9	Existing pole to be replaced for condition. No sidewalk/ditch in this area. Place pole at 6.3m. Keep pole at same stationing. Offset changed to 4.9 for trim 11/2003.
318/ 9	1+406.5	6.6	R	4.9	Existing pole is at 6.6m and is in good condition. Telco to eliminate the pole to tree guy by placing a guy to new anchor at Pole 1 Eaton Ave placed by CMP. Offset change to require pole replaced. Tight location w/ radius and drive..
1/1 Eaton Ave	1+418		R		CMP to place a new anchor for head guys. Telco to place guy to eliminate pole to tree guy crossing High Street from Pole 318.
2/2 Eaton Ave	-	-	L	-	CMP to replace pole for condition. Pole outside Mdot project limits.
319/10	1+437	6.6	R	4.9	Existing pole to be replaced for condition. No sidewalk/ditch in this area. Place pole at 6.4m. Keep pole at same stationing. Existing pole at 6.6m. Offset changed 11/2003 due to trim.
320/ 11	1+479.5	7.8	R	4.9	Existing pole to be replaced for condition. No sidewalk/ditch in this area. Place pole at 6.3m. Keep pole at same stationing. Existing pole at 7.8m. Offset changed 11/2003 due to trim.
321/ 12	1+518	6.3	R	4.9	Existing pole to be replaced for condition. No sidewalk/ditch in this area. Place pole at 6.1m. Keep pole at same stationing. Existing pole at 6.1m. Offset changed 11/2003 due to trim.

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Pole	Station	Offset (m)	Side	New Offset (m)	Miscellaneous/Remarks
322/ 13	1+552.8	5.6	R	4.9	Existing pole is in good condition. No sidewalk/ditch in this area. Keep pole at same stationing. Existing pole at 5.7m. Offset changed 11/2003 due to trim, pole now to be replaced.
1/13.1 PR10	1+570.5	9.1	L	9.1	Existing pole at back portion of sidewalk. CMP to replace w/ 40'4 at back of sidewalk at same station.
2/13.2	1+570	?	L	?	CMP to replace pole on private line for condition. Place 35'4 pole. Pole outside of Mdot project limits.
323/ 14	1+597.1	6.8	R	4.9	Existing pole to be replaced for condition. No sidewalk/ditch in this area. Place pole at 6.3m. Keep pole at same stationing. Existing pole at 6.8m. Place 40'4 and 2 TTA's, one w/ s/w arm, L=12', 10'. Offset changed 11/2003 due to trim.
324/15	1+636.8	7.1	R	4.9	Existing pole to remain. No sidewalk/ditches in this area. Take-off pole for Harbor Road. Offset changed 11/2003 due to trim, pole needs to be replaced.
324S/15S	1+646.4	9.7	L	OK	Existing pole to remain. Pole is behind proposed sidewalk.
325/ 16	1+674.5	5.2	R	4.9	Existing pole to be replaced for condition. No sidewalk/ditch in this area. Place pole at 4.9m. Place pole at same stationing. Existing pole at 5.2m. Trimming prevents moving pole back. Need a stub pole for the reverse corner.
325S/16S	1+674.5		L	8.0	VZ place new 35'4 w/ TTA, L=8' behind proposed sidewalk.
326/ 17	1+712.7	4.9	R	4.9	Vz replace pole for condition. VZ place new 40'4 at 4.9m because of trim.
327/ 18	1+744	4.8	R	4.9	VZ replace pole for condition. VZ place new 40'4 at 4.9m because of trim. Two trees being removed by Mdot. U.G. services need to be transferred.
328/19	1+790.6	4.8	R	4.9	VZ replace pole for condition. Vz place new 40'4. CMP pl s/w TTA, L=10'.
328-1/19.1	1+796.2	10.6	L	10.6	CMP replace 30' w/ 35'4, TTA. Pole replaced for condition.
329/ 20	1+832.2	5.2	R	4.9	VZ replace pole for condition. Take-off pole for Marine Ave. Mdot to move proposed catchbasin to clear pole.
329S/20S	1+832.5	6.4	L	6.8	VZ replace pole for offset. VZ place 35'4, TTA for stub pole for Marine Ave.
1/1 Marine Ave	60+032.8	4.5	L	4.5	CMP replace 40' w/ 40'4, and 35'4 pushbrace. Pole replaced for condition and guying.
330/ 21	1+877	4.4	R	4.9	VZ replace pole for condition. Take-off pole for Private Rte 11. Place 40'4 and TTA w/ s/w fixture.
331/ 22	1+917	(4.8) 4.5	R	4.9	VZ replace pole for offset. U.G. service to be transferred. VZ pl 40'4.
332/ 23	1+962	(4.8) 4.5	R	4.9	VZ replace pole for offset. CMP to place TTA for service.
333/ 24	2+003.7	4.2	R	4.9	VZ replace pole for offset. VZ place 40'4.
334/ 25	2+043	4.7	R	4.9	VZ replace pole for offset. Conflict w/ 450mm stormdrain.
335/ 26	2+084.5	(4.9) 5.0	R	OK	Existing pole is okay. U.G. service off pole. Condition is good.
1 RP 110/26.1	2+092.5	8.0	L	OK	Existing pole is in good condition. No work planned.
336/ 27	2+125.3	(5.2) 5.3	R	OK	Existing pole is in good condition. No work planned.

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337/ 28	2+161.5	5.2	R	OK	Existing pole is in good condition. No work planned.
Pole	Station	Offset (m)	Side	New Offset (m)	Miscellaneous/Remarks
338/ 29	2+194.3	(4.8) 5.0	R	OK	Existing pole is in good condition. No work planned.
338D/29.1	2+187	20.0	L	OK	Existing pole is in poor condition but will be replaced on other authority. Located on private property off project limits.
338S/29S	2+194		L	9.0	VZ to place new 35'4 stub pole, anchor after large ash tree removed by MDOT. Caution: private sewer line in vicinity.
339/30	2+234.3	4.4	R	4.9	VZ replace pole for offset. Take-off pole for Tel Rte 100.
339S/30.1	2+235.2	10.3	L	9.0	VZ replace for split top. Serves as service and stub pole.
340/ 31	2+269	5.0	R	6.0	VZ replace 40' w/45' for offset to be behind sdwk. Use existing TTA for guying.
341/32	2+307	5.0	R	7.0	VZ replace 40' w/45', TTA for offset to be behind sdwk. L=10'
342/ 33	2+349.3	5.5	R	7.0	VZ replace 40' w/45', TTA for offset to be behind sdwk. L=10'
34/ 343	2+376.3		R	7.0	CMP to place 45'3 , TTA behind new sdwk. Pole line ownership becomes CMP and moves to right side of road.
35/ 344	2+425.4		R	7.0	CMP to place 45'3 , 2-TTA's behind new sdwk. L=15'
35S	2+425		R	Omit	CMP to remove pole.
35.1	2+414		L		Pole eliminated.
36/ 345	2+462		R	7.0	CMP to place 45'3, TTA behind new sdwk.
36S	2+462		R	Omit	CMP to remove pole.
37/ 346	2+517.7	7.0	(L)R	7.0	CMP to place 45'3, 2- TTA's behind new sdwk. Take-off pole for private line.
New 37.1/2 / 1/2 off P37	2+518		L	9.2	CMP place 35'4 for private line to the left. Existing span 300'+.
38/ 347	2+547.8		R	7.0	CMP place 45'3 behind sdwk. Guying to be P-P to new P1 Sherman Point Rd.
38S	2+562.4		L	Omit	Stub pole not required due to placement of new P1 Sherman Point Rd.
1/1 Sherman Pt	09+(13.6) 33.5		(Rt) Lt	6.4	CMP place 40'4, 2-TTA's Span=100'. Guy from P38/347.
1 1/2 /2 Sherman			R		CMP place TTA at existing pole to guy new road xing.
39/ 348	2+(608.2) 599	6.6	(Lt) R	7.0	CMP place 45'3 , TTA behind sdwk. L=15'
40/ 349	2+(654.3) 640	8.4	(Lt) R	7.0	CMP place 45'3,TTA behind sdwk.
41/ 350	2+(698.2) 700	6.6	(Lt) R	8.0	CMP place 45'3, 2-TTA's behind sdwk. This is a road crossing pole back to left side.
42/ 351	2+758.6	5.0	L	7.2	CMP place 45'3, 2-TTA's behind sdwk. This is a road crossing pole . Offset changed to 8.0m to stay clear of water main.
42.1/351D	(2+752.4) 2+756	7.9	R	7.9	Existing pole in conflict w/ proposed culvert. CMP to place 35'4, TTA.
43/ 352	2+799		L	7.4	CMP place 45'3, TTA. Sidewalk arm req'd=10'.
44/ 353	2+854.2	7.4	L	7.4	CMP place 45'3, TTA. Replaced for condition. L=15' Take-off pole for Tel Rte 186.
1/2 / 1/2 Rte 186	2+848.3		R	8.0	CMP place 40'4 for mid-span pole on line to the right to improve road xing height.
44 1/2	2+874.6	7.3	L	OK	Existing pole and pushbrace are okay. No work planned.

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45/ 354	2+909.1	7.4	L	7.4	CMP place 45'3, 2-TTA's(one for service). Pole replaced for condition. 6" maple tree must be removed to place pole.
Pole	Station	Offset (m)	Side	New Offset (m)	Miscellaneous/Remarks
45.1/ 354D	2+893.5	9.0	R	7.0	CMP replace 30' w/ 35'4, TTA. Pole replaced for condition.
46/ 355	2+966.3	7.4	L	OK	Existing pole to be straightened.
47S	3+018.3	(6.8) 7.7	R	OK	Existing pole is okay. No work planned.
47/ 356	3+026.6	7.3	L	8.3	CMP replace 45' w/ 45', TTA L=10' w/ sidewalk arm
48/ 357	3+090.2	7.7	L	OK	Existing pole is okay. Needs vines removed only.
49/ 357	3+148.9	8.6	L	8.0	CMP replace 40' w/ 45/3, and 2-TTA's L=15',20' This pole to be road xing pole to right side.
50/ 358	3+204.6	7.5	L		CMP to remove old pole.
New P50/358	3+203		R	8.7	CMP place 50'2, TTA for take-off of Beloin Line.
New P50S/358S	3+203		L	9.0	CMP place 40'4, TTA for stub pole of Beloin Line.
1/2	3+203	7.0	R		CMP to remove old pole.
51/ 360	3+261.6	7.6	L		CMP to remove old pole.
New P51/360	3+260		R	7.8	CMP place 45'3 straight line pole.
52/ 361	3+322.3	6.8	L		CMP to remove old pole.
New P52/361	3+319		R	7.0	CMP place 45'3 , pole has slight reverse corner w/ services in both directions.
New P52.1/361-1	3+312.5		L	7.5	CMP place 35'4, TTA for service. Pole could serve for guying reverse corner if needed.
53/ 362	3+378.6	6.0	L		CMP remove old pole.
New P53/362	3+380		R	7.0	CMP place 45'3, TTA behind sdwk.
54/ 363	3+434.0	7.6	L		CMP remove old pole.
New P54/363	3+430		R	7.0	CMP place 45'3, TTA behind sdwk for new take-off of CCC line to Park..
P 1/2 / 1/2 CCC line	3+434		L	10.2	CMP place 40'4, TTA for mid-span pole for CCC Line.
New 55/363	3+490.0		R	7.8	CMP PL pole, anchor for height for new road xing. Poles ahead moving to right side of road.
55/ 364	3+486.8	8.5	L		CMP remove existing pole.
56/ 365	3+540	7.5	L		CMP remove existing pole.
New 56/365	3+542		R	9.4	CMP PL45'3, TTA . Poles moving to right side of road.
56S/365S	3+540	5.5	R		CMP remove existing pole.
New 57/366	3+590		R	9.5	CMP PL pole, anchor. Poles moving to right side of road.
Old 57/366	3+590.3	7.5	L		CMP remove existing pole.
New 57.01/366-1	3+589.0		L	9.8	CMP PL 35'4 pole, anchor for underground service to Park. L=8'
Old 57.1/366-1	3+590.3	9.3	R		CMP remove existing pole.
NEW 57.1/366S	3+596.5		R	33.0	CMP place 35'4,2- TTA's for service. Pole will serve for guying corner on mainline pole. Existing 57.2 to be removed.
Old 58 /367	3+651.3	7.5	L		CMP remove existing pole.
New 58/367	3+651.0		L	8.0	CMP PL pole, anchor. Poles moving back to left side of road.
59/ 368	3+711.6	7.6	L	OKAY	Existing pole is okay.
old 60 /369	3+770.8	7.3	L		Existing pole is okay.
61/370	3+824.5	7.3	L		Existing pole is okay.

Town: **Camden**
Project: **PIN 1869.10**
Date: **6-16-04**
Special Provision 104
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SUBSURFACE

Summary:

Utility	Summary of Work	Estimated Working Days
Aqua Maine, Inc.	1. Installation of 300 mm Watermain 2. Raise Existing Gate Valve Boxes 3. Relocate Existing Fire Hydrants	*
Town of Camden Sanitary district	1. Installation of 250 mm Sewer Main	*
Total:		*

* Work to be completed as part of the Camden Route 1 Rehabilitation Project.

Utility Specific Issues:

Aqua Maine, Inc.

As part of this contract a new 300 mm water main between STA 1+040 and STA 1+860 will be installed. The portion of the water main between STA 1+860 and STA 2+885 will remain, there are portions that will be relocated to facilitate the installation of the storm drainage, relocation will be completed by AquaMaine. In addition the existing hydrants will be relocated by the contractor. Aqua Maine, Inc operates a seasonal water main that extends from STA 2+885 to STA 3+220 on the right side of the roadway, which Aqua Maine, Inc. will be relocating outside of the Right of Way. In addition Aqua Maine, Inc. will be installing a temporary water main along the length of the proposed water main. Aqua Maine will adjust the valves of the existing water main to remain.

Contact – Mr. Steve Cox

Telephone – 236-8248

Town of Camden Sanitary District

As part of this contract a new 250mm sewer line between STA 1+040 and STA 1+155, between STA 1+300 to STA 1+865, and between STA 2+110 and STA 2+200. The portion of the sewer main between station 1+865 and STA 2+095 will remain.

Contact – Mr. Ross Parker

Telephone – 236-7955

Town: Camden
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Blasting

In addition to any other notice that may be required, the Contractor shall pay particular attention to any aerial or underground utilities within the blasting area. The Contractor shall also notify an authorized representative of each utility having plant close to the site no later than *forty-eight (48) hours* before the intended blast. The notice shall state the approximate time and location of the blast.

Safe Practices Around Utility Facilities

The Contractor shall be responsible for complying with M.R.S.A. Title 35-A, Chapter 7-A, Sections 751-761 Overhead High-Voltage Line Safety Act. Prior to commencing any work that may come within ten (10) feet of any aerial electrical line, the Contractor shall notify the aerial utilities as per Section 757 of the above Act.

Maintaining Utility Location Markings

The Contractor will be responsible for maintaining the buried utility location markings following the initial locating by the appropriate utility or their designated representative.

DigSafe

The Contractor shall be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title 23 §3360-A, Maine DigSafe System. Aqua Maine Inc. and the Town of Camden Sanitary District are not members of dig safe and will have to be contacted individually.

Signing

Any utility working within the construction limits of this project shall ensure that the traveling public is adequately protected at all times. All work areas shall be signed, lighted and flaggers employed as field conditions determine. All traffic controls shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for streets and highways, as issued by the Federal Highway Administration.

The Contractor shall plan and conduct his work accordingly.

SPECIAL PROVISION
SECTION 104
LANDSCAPING

104.5.9 Landscape Subcontractors The Contractor shall retain only Landscape Subcontractors that are certified by the Department's Environmental Office's Landscape Unit

110.2.1 Bonds 2nd sentence add "The Department will require a Landscape Maintenance Bond (See Section 110.2.3) for all 621, Landscape, Pay Items,"

110.2.3 Bonding for Landscape Establishment Period The Contractor shall provide a signed, valid, and enforceable Performance, Warranty, or Maintenance Bond complying with the Contract, to the Department at Final Acceptance.

All Bonds shall be procured from a company organized and operating in the United States, licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and listed on the latest Federal Department of the Treasury listing for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

The bonds shall each be in the full amount for all Pay Items for work pursuant to Section 621 - Landscape, payable to the "Treasurer - State of Maine," and on the Department's forms, on exact copies thereof, or on forms that do not contain any significant variations from the Department's forms as solely determined by the Department.

By issuing a bond, the Surety agrees to be bound by all terms of the Contract, including those related to payment, time for performance, quality, warranties, and the Department's self-help remedy provided in Section 112.1 - Default to the same extent as if all terms of the Contract are contained in the bond(s).

Regarding claims related to any obligations covered by these bonds, the Surety shall provide, within 60 Days of Receipt of written notice thereof, full payment of the entire claim or written notice of all bases upon which it is denying or contesting payment. Failure of the Surety to provide such notice within the 60-day period constitutes the Surety's waiver of any right to deny or contest payment and the Surety's acknowledgment that the claim is valid and undisputed.

The Contractor shall pay all premiums and take all other actions necessary to keep said bond in effect for the duration of the Landscape Establishment Period, Sec 621.0036. If the Surety becomes financially insolvent, ceases to be licensed or approved to do business in the State of Maine, or stops operating in the United States, the Contractor shall file new bonds complying with this Section within 10 Days of the date the Contractor is notified or becomes aware of such change.

621.0036 Establishment Period Change “time of Final Acceptance” to “end of the period of establishment” in paragraph 4 & 5.

In paragraph 7 1st & 2nd sentence change “Final Acceptance date” to “end of the period of establishment”, 3rd sentence change “date of Final Acceptance” to “end of the period of establishment”.

Town:Camden
PIN #:1869.10
Date:6/20/02

SPECIAL PROVISION
SECTION 105
General Scope of Work
(Environmental Requirements)

Instream Work shall not be allowed between the dates of 10/1 and 5/31.
(Instream work is allowed from 6/1 to 9/30.)

Stream Name(s) with Station #s: Rock Brook 1+262 & Unnamed Stream 3+164

Special Conditions: Replacement culverts shall be installed with their inverts at or below existing streambed grade so as to avoid “hanging” and associated impediments to fish passage.

Instream work consists of activities conducted in the water, which result in unacceptable levels of sedimentation, vibration, pollution.

Activities prohibited below high water mark during the instream work window restriction are as follows:

- Excavating or dredging, either in waterbody or within a cofferdam which is still under construction if sedimentation will occur,
- Driving piles, either sheet piles or H-piles (unless within a cofferdam).
- Pulling or removing piles if sedimentation will occur.
- Placing riprap, fill, concrete or other materials, (unless within a cofferdam).
- Blasting unless measures can be taken to avoid interfering with fish passage or spawning.
- Drilling unless measures can be taken to avoid interfering with fish passage or spawning.

No construction activity, whether temporary or permanent, is allowed that completely blocks a river, stream, or brook without providing downstream flow.

SPECIAL PROVISION
SECTION 105
LEGAL RELATIONS WITH AND RESPONSIBILITY TO PUBLIC
(NPDES)

105.8.2 Permit Requirements This Section is revised by the addition of the following paragraph:

”The Contractor is advised that the Environmental Protection Agency has issued a final National Pollutant Discharge Elimination System (NPDES) General Permit for storm water discharges from construction sites disturbing more than 2 ha [5 acres]. This permit requires:

- Storm Water Pollution Prevention Plan
- Submission of a Notification of Intent (NOI) at least 48 hours before construction commences
- Submission of a Notification of Termination (NOT) when a site has been finally stabilized and all storm water discharges from construction activities are eliminated.

If the project’s land disturbances is 2 ha [5 acres] or more, the Department will prepare the plan and submit the NOI (and NOT). The Contractor shall prepare plans and submit NOI’s (and NOT’s) for regulated construction activities beyond the project limits (e.g., borrow pits).

The Contractor shall be familiar with and comply with these regulations.”

Camden
1869(10)
June 15, 2004

SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK

Night work will not be allowed on this project unless prior approval is given by the Resident.

SPECIAL PROVISION
SECTION 107
TIME
(Schedule of Work)

Description - The Contractor shall submit to the Resident a schedule of work for approval. The schedule of work shall be used to monitor the sequence of construction operations and the progress of work.

The Schedule of Work shall be in the form specified herein.

Critical Path Method Schedule - The construction of this project shall be planned and recorded with a Critical Path Method (CPM) schedule in the form of an activity on node (AON) diagram. The schedule shall be used for coordinating and monitoring all work under the contract including the activity of subcontractors, vendors, and suppliers.

Preparation of Bid Schedule – The low bidder shall submit a schedule of the work to indicate the scheduled dates or completion of components of the project. It shall include approval, fabrication, and delivery precedent to the performance of the major components of the project. The schedule shall contain a minimum of 50 activities. The schedule can be in a bar chart format. The schedule must demonstrate the Contractor's understanding of the project and ability to:

1. Complete the work by the contract completion date.
2. Meet the milestones specified in Section 107.4 entitled Scheduling of Work.

Preparation of Initial Schedule - Within 15 calendar days of contract award, the Contractor shall submit for the Resident's approval a detailed initial schedule. The schedule shall meet the requirements set forth herein.

Within 15 calendar days of the Contractor's submittal, the Resident will review the schedule and provide the Contractor in writing corrections needed to approve the schedule. The Contractor must make all corrections and resolve all comments within 30 calendar days of the Notice to Commence work. If the schedule is not approved within 30 calendar days of the Notice to Commence work, the Department will withhold all contract payments until the schedule is approved.

The approval of the schedule by the Resident in no way attests to the validity of the assumptions, logic constraints, dependency relationships, resource allocations, manpower and equipment, or any other aspect of the proposed schedule. The

Contractor is and shall remain solely responsible for the planning and execution of work in order to meet project milestones or contract completion dates.

The construction time for the entire project, or any milestone, shall not exceed the specified contract time. Logic or activity durations will be revised in the event that any milestone or contract completion date is exceeded in the schedule.

In the event that a Contractor submits a schedule with a completion time before the contract completion time, the Contractor agrees that the Department will not be liable for any compensable delay claims related to the period between the Contractor's scheduled completion time and the contract completion time unless the Contractor can demonstrate that (a) the early completion time was anticipated by the Contractor during bid preparation and is reflected in the bid, (b) the early completion schedule is reasonable, (c) the Contractor consistently utilized the early completion schedule to schedule, coordinate and manage the work including monitoring progress, (d) the cause(s) of the delay(s) were solely attributable to the Department, (e) the delays incurred impacted the critical path, (f) the Contractor did not cause any concurrent delays to the critical path, and (g) the Contractor was not able to perform other critical path work during the delay period.

Schedule Requirements:

1. Activity Information: All activity on node diagrams shall include:
 - a. Activity ID
 - b. Activity Description
 - c. Finish to Start relationships with no leads or lags
2. Duration (Working Days): No activity will have duration greater than 15 working days or less than one working day. Activity durations expressed in hours will not be allowed unless approved by the Resident. If requested by the Resident, the Contractor shall furnish any information needed to justify the reasonableness of activity time durations. Such information shall include, but not be limited to, estimated activity manpower, unit quantities, and production rates.
3. Procurement and Submittals: Separate procurement into at least two activities, fabrication and delivery. When the procurement also requires a submittal to and approval by the Department, insure these separate activities are shown in the schedule logic. Insure all work activities that require a submittal are preceded by submittal and approval activities.

4. Constraints: Use only contractual constraints in the schedule logic. No other constraints are allowed unless approved by the Resident. The disallowance of constraints includes the use of activity mandatory start and finish dates.

5. Float: Float is defined as the amount of time between when an activity "can start" (the early start) and when an activity "must start" (the late start). It is understood by the Department and the Contractor that float is a shared commodity, not for the exclusive use of financial benefit of either party. Either party has the full use of the float until it is depleted.

6. Activity Codes: Activities shall be identified by codes to reflect the following information related to an activity:

Responsible party for the accomplishment of each activity (only one party can be responsible for an activity).

Phase/stage as required by the maintenance and protection of traffic plan and/or the Special Provisions.

Area/Location

7. Computer Compatibility: The CPM schedule must be processed through a computer and be compatible with Primavera Project Planner software, version 5.0 or later, by Primavera Systems Inc., Bala Cynwynd, PA. It is the Contractor's responsibility to ascertain the software compatibility with the Resident.

Initial Schedule Submittal Requirements:

1. Predecessor/Successor Sort
2. Total Float/Early Start Sort
3. Responsibility/Early Start Sort
4. Area/Early Start Sort
5. Logic Diagram: produce diagram with not greater than 100 activities per ANSI D (24-inch x 36-inch) size sheet. Insure each sheet includes title, match data or diagram correlation, and key to identify all components used in the diagram.
6. Narrative discussing general approach to completion of the work.

Schedule Updates - The Contractor shall update the schedule monthly during active work until final surface pavement is applied to show current progress. The data for the update shall be determined by the Resident. The schedule update shall be submitted within seven calendar days of the data date. The Resident may require submission of the updated schedule on diskette prior to submission of the full update package. Should the Contractor fail to provide an update, the Department may withhold payment of the current monthly progress estimate until the monthly schedule update is submitted. The update will include:

1. Dates of activities' actual start and completion.
2. The percent of work remaining for activities started, but not complete as of the update date.
3. Narrative report including a listing of monthly progress, the activities that define the critical path and any changes to the path of critical activities from the previous update, sources of delay, any potential problems, requested logic changes, and work planned for the next month.
4. Predecessor/Successor Sort
5. Total Float/Early Start Sort
6. Responsibility/Early Start Sort
7. Area/Early Start Sort
8. Diskette in Primavera (P3) format
9. Fragnet of logic diagram for all requested logic changes
10. Updated logic diagram as required by the Resident. At a minimum, the Department shall require a final logic diagram at the end of the project showing the planned and actual starts and completions.
11. A bar chart comparison of the updated schedule to the initial schedule. This diagram shall show actual and planned performance dates for all completed activities.

Schedule Revisions - The Contractor will revise the schedule for the following: a delay in completion of the project or contractual milestones or actual prosecution of the work which is, as determined by the Resident, significantly different than that represented on the schedule: Schedule revisions will be considered incidental to Pay Item 107.51.

Recovery Schedule - If the initial schedule or current updates fail to reflect the project's actual plan or method of operation, or a contract milestone date is more than 30 calendar days behind, the Department may require that a recovery schedule for completion of the remaining contract work be submitted. The recovery Schedule must be submitted within seven calendar days of the Department's request. The Recovery Schedule shall describe in detail the Contractor's plan to complete the remaining contract work by the contract milestone date. The Recovery Schedule submittal shall meet the same schedule requirements as the Initial Schedule. The narrative submitted with the Recovery Schedule should describe in detail all changes that have been made to meet the contract milestone date.

Change Orders - When a change order is proposed, the Contractor must identify all logic changes required as a result of the change order. The Contractor shall include, as part of each change order proposal, a sketch showing all schedule logic revisions, duration changes, and the relationships to other activities in the approved Initial Schedule. This sketch shall be known as the fragment for the change. Upon acceptance of the fragment, the Contractor will revise the Initial Schedule or current update. The logic change work required by the change order will be considered incidental to the contract work. No separate payment will be made.

Schedule Revisions to Utility Work - The Contractor shall provide the utilities ten days notice when revisions in the schedule of work affect operations of a utility unless previous arrangements have been made with the utility company involved.

Method of Measurement - Schedule of work will be measured for payment as one lump sum for the initial schedule and payments for each monthly update.

Basis of Payment - Schedule of work will be paid for at the contract lump sum price. Upon approval of the initial schedule, the contract lump sum price for the initial schedule will be paid. Thereafter, monthly schedule updates will be paid for at the contract unit price each.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
107.51 Prosecution of Work - Initial Schedule	Lump Sum
107.52 Prosecution of Work - Monthly Update	Each

SPECIAL PROVISION
SECTION 107
TIME

The Contractor shall schedule its work such that it will accommodate a suspension of work for the following periods :

July 1, 2005 - September 6, 2005
July 1, 2006 - September 5, 2006

The Contractor shall not perform any work on this project during these time periods without prior approval from the Resident.

During these suspensions two way traffic must be maintained at all times.

Prior to suspension of work, an initial course of hot mix asphalt shall be placed on all excavated or milled travelway pavement (3) days prior to the suspension. Any additional gravel needed to maintain two way traffic shall be incidental to 652 maintenance of traffic.

Supplemental Liquidated Damages shall be assessed the Contractor in the amount of five hundred dollars (\$500.00) per day for every calendar day beyond the three days allowed and shall continue until the initial course of pavement described above is complete

SPECIAL PROVISION
SECTION 107
TIME

Clearing and trimming may commence on September 6, 2004 on this project, the Contractor shall first begin clearing and trimming trees (item 201.111) for utility installations and relocations as described in Special Provision 201 and Special Provision 104.

This work shall be continuous through completion on or before October 8th 2004.

Supplemental Liquidated Damages shall be assessed the Contractor in the amount of (\$1,500) One Thousand Five Hundred Dollars per day for every calendar day that this work remains incomplete beyond October 8th 2004.

SPECIAL PROVISION

SECTION 107

TIME

(Limitation of Operations)

and

(Supplemental Liquidated Damages)

Where existing pavement carries traffic and is removed to install (or remove) drainage structures including utility trenches, the pavement shall be replaced daily with a temporary pavement consisting of a minimum of 75 mm [3 inches] of acceptable hot or cold bituminous mixture. Cold bituminous mixture shall contain aggregates, asphalt cutbacks, liquefiers and wetting agents. No separate payment will be made for furnishing, placing, maintaining, and removing temporary pavement and all cost of such work will be considered incidental to the various drainage items.

Where existing pavement is excavated or covered by fill as a part of the general grading operations prior to November 15, 2004-05, the binder course of the hot mix asphalt shall be installed and completed on or before November 15, 2004-05. Supplemental liquidated damages shall be assessed the Contractor in the amount of Five Hundred Dollars (\$500.00) per day for each calendar day, beginning November 16, 2004-05 that above stated binder course remains incomplete and continue until the binder course is placed.

Grading operations which excavate or fill over existing pavement being used to carry traffic shall be suspended on November 15, 2004-05 and not be resumed until the Spring of 2005-06.

SPECIAL PROVISION
SECTION 107
TIME
(Contract Completion)

The specified contract completion date is **June 30, 2006**.

Surface paving shall be extended to **November 1**.

Failure to Complete the Work within the allowed date above will result in Liquidated Damages set forth in Section 107 of the Standard Specifications.

SPECIAL PROVISION
(Consolidated Special Provisions)

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions - Closeout Documentation

Replace the sentence “A letter stating the amount.... DBE goals.” with “DBE Goal Attainment Verification Form”

SPECIAL PROVISION SECTION 102
DELIVERY OF BIDS
(Location and Time)

102.7.1 Location and Time Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows:
“After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

Delete the entire Section 104.5.9 and replace with the following:

104.5.9 Landscape Subcontractors The Contractor shall retain only Landscape Subcontractors that are certified by the Department’s Environmental Office Landscape Unit.

SPECIAL PROVISION SECTION 105 GENERAL SCOPE OF WORK

Delete the entire Section 105.6 and replace with the following:

105.6.1 Department Provided Services The Department will provide the Contractor with the description and coordinates of vertical and horizontal control points, set by the Department, within the Project Limits, for full construction Projects and other Projects where survey control is necessary. For Projects of 1,500 feet in length, or less: The Department will provide three points. For Projects between 1,500 and 5,000 feet in length: The Department will provide one set of two points at each end of the Project. For Projects in excess of 5,000 feet in length, the Department will provide one set of two points at each end of the Project, plus one additional set of two points for each mile of Project length. For non-full construction Projects and other Projects where survey control is not necessary, the Department will not set any control points and, therefore, will not provide description and coordinates of any control points. Upon request of the Contractor, the Department will provide the Department's survey data management software and Survey Manual to the Contractor, or its survey Subcontractor, for the exclusive use on the Department's Projects.

105.6.2 Contractor Provided Services Utilizing the survey information and points provided by the Department, described in Subsection 105.6.1, Department Provided Services, the Contractor shall provide all additional survey layout necessary to complete the Work. This may include, but not be limited to, reestablishing all points provided by the Department, establishing additional control points, running axis lines, providing layout and maintenance of all other lines, grades, or points, and survey quality control to ensure conformance with the Contract. The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work. When the Work is to connect with existing Structures, the Contractor shall verify all dimensions before proceeding with the Work. The Contractor shall employ or retain competent engineering and/or surveying personnel to fulfill these responsibilities.

The Contractor must notify the Department of any errors or inconsistencies regarding the data and layout provided by the Department as provided by Section 104.3.3 - Duty to Notify Department If Ambiguities Discovered.

105.6.2.1 Survey Quality Control The Contractor is responsible for all construction survey quality control. Construction survey quality control is generally defined as, first, performing initial field survey layout of the Work and, second, performing an independent check of the initial layout using independent survey data to assure the accuracy of the initial layout; additional iterations of checks may be required if significant discrepancies are discovered in this process. Construction survey layout quality control also requires written documentation of the layout

process such that the process can be followed and repeated, if necessary, by an independent survey crew.

105.6.3 Survey Quality Assurance It is the Department's prerogative to perform construction survey quality assurance. Construction survey quality assurance may, or may not, be performed by the Department. Construction survey quality assurance is generally defined as an independent check of the construction survey quality control. The construction survey quality assurance process may involve physically checking the Contractor's construction survey layout using independent survey data, or may simply involve reviewing the construction survey quality control written documentation. If the Department elects to physically check the Contractor's survey layout, the Contractor's designated surveyor may be required to be present. The Department will provide a minimum notice of 48 hours to the Contractor, whenever possible, if the Contractor's designated surveyor's presence is required. Any errors discovered through the quality assurance process shall be corrected by the Contractor, at no additional cost to the Department.

105.6.4 Boundary Markers The Contractor shall preserve and protect from damage all monuments or other points that mark the boundaries of the Right-of-Way or abutting parcels that are outside the area that must be disturbed to perform the Work. The Contractor indemnifies and holds harmless the Department from all claims to reestablish the former location of all such monuments or points including claims arising from 14 MRSA § 7554-A. For a related provision, see Section 104.3.11 - Responsibility for Property of Others.

SPECIAL PROVISION SECTION 106 QUALITY

106.6 Acceptance Add the following to paragraph 1 of A: "This includes Sections 401 - Hot Mix Asphalt, 402 - Pavement Smoothness, and 502 - Structural Concrete - Method A - Air Content."

Add the following to the beginning of paragraph 3 of A: "For pay factors based on Quality Level Analysis, and"

SPECIAL PROVISION SECTION 107 TIME

107.3.1 General Add the following: "If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department, except that the Contractor may work on Martin Luther King Day, President's Day, Patriot's Day, the Friday after Thanksgiving, and Columbus Day without the Department's approval."

SPECIAL PROVISION SECTION 108
PAYMENT

108.4 Payment for Materials Obtained and Stored First paragraph, second sentence, delete the words "...Delivered on or near the Work site at acceptable storage places."

SPECIAL PROVISION SECTION 109
CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: "There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s)."

109.1.2 Substantial Changes to Major Items Add the following to the end of the paragraph: "Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department"

109.4.4 Investigation / Adjustment In the third sentence, delete the words "subsections (A) - (E)"

109.7.2 Basis of Payment Replace with the following: "Equitable Adjustments will be established by mutual Agreement for compensable items listed in Section 109.7.3- Compensable Items, based upon Unit or Lump Sum Prices. If Agreement cannot be reached, the Contractor shall accept payment on a Force Account basis as provided in Section 109.7.5 - Force Account Work, as full and complete compensation for all Work relating to the Equitable Adjustment."

109.7.3 Compensable Items Replace with the following: "The Contractor is entitled to compensation for the following items, with respect to agreed upon Unit or Lump Sum Prices:

1. Labor expenses for non-salaried Workers and salaried foremen.
2. Costs for Materials.
3. A markup on the totals of Items 1 and 2 of this subsection 109.7.3 for home office overhead and profit of the Contractor, its Subcontractors and suppliers, and any lower tier Subcontractors or suppliers, with no mark-ups on mark-ups.
4. Cost for Equipment, based on Blue Book Rates or leased rates, as set forth in Section 109.7.5(C), or the Contractor's Actual Costs.
5. Costs for extended job-site overhead.

6. Time.

7. Subcontractor quoted Work, as set forth below in Section 109.7.5 (F)."

109.7.5 Force Account Work

C. Equipment

Paragraph 2, delete sentence 1 which starts; "Equipment leased..."

Paragraph 6, change sentence 2 from "The Contractor may furnish..." to read "If requested by the Department, the Contractor will produce cost data to assist the Department in the establishment of such rental rate, including all records that are relevant to the Actual Costs including rental Receipts, acquisition costs, financing documents, lease Agreements, and maintenance and operational cost records."

Add the following paragraph; "Equipment leased by the Contractor for Force Account Work and actually used on the Project will be paid for at the actual invoice amount plus 10% markup for administrative costs."

Add the following section;

"F. Subcontractor Quoted Work When accomplishing Force Account Work that utilizes Subcontractor quoted Work, the Contractor will be allowed a maximum markup of 5% for profit and overhead."

SPECIAL PROVISION SECTION 110
INDEMNIFICATION, BONDING, AND INSURANCE

Delete the entire Section 110.2.3 and replace with the following:

110.2.3 Bonding for Landscape Establishment Period The Contractor shall provide a signed, valid, and enforceable Performance, Warranty, or Maintenance Bond complying with the Contract, to the Department at Final Acceptance.

The bond shall be in the full amount for all Pay Items for work pursuant to Sec 621, Landscape, payable to the "Treasurer - State of Maine," and on the Department's forms, on exact copies thereof, or on forms that do not contain any significant variations from the Department's forms as solely determined by the Department.

The Contractor shall pay all premiums and take all other actions necessary to keep said bond in effect for the duration of the Landscape Establishment Period described in Special Provision 621.0036 - Establishment Period. If the Surety becomes financially insolvent, ceases to be licensed or approved to do business in the State of Maine, or stops operating in the United States, the Contractor shall file new bonds complying with this Section within 10 Days of the date the Contractor is notified or becomes aware of such change.

All Bonds shall be procured from a company organized and operating in the United States, licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and listed on the latest Federal Department of the Treasury listing for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

By issuing a bond, the Surety agrees to be bound by all terms of the Contract, including those related to payment, time for performance, quality, warranties, and the Department's self-help remedy provided in Section 112.1 - Default to the same extent as if all terms of the Contract are contained in the bond(s).

Regarding claims related to any obligations covered by the bond, the Surety shall provide, within 60 Days of Receipt of written notice thereof, full payment of the entire claim or written notice of all bases upon which it is denying or contesting payment. Failure of the Surety to provide such notice within the 60-day period constitutes the Surety's waiver of any right to deny or contest payment and the Surety's acknowledgment that the claim is valid and undisputed.

SPECIAL PROVISION SECTION 401 HOT MIX ASPHALT PAVEMENT

401.18 Quality Control Method A & B Make the following change to paragraph a. QCP Administrator; in the final sentence, change "...certified as a Plant Technician or Paving Inspector..." to "...certified as a Quality Assurance Technologist..."

401.201 Method A Under a. Lot Size, add the following; "Each lot will be divided into a minimum of four sublots for mix properties and five sublots for percent TMD."

SPECIAL PROVISION SECTION 402 PAVEMENT SMOOTHNESS

Add the following: "Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Bituminous Box."

“402.02 Lot Size Lot size for smoothness will be 1000 lane-meters [3000 lane-feet]. A subplot will consist of 20 lane-meters [50 lane-feet]. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If greater than one-half the normal lot size, it will be tested as a separate lot.”

SPECIAL PROVISION SECTION 502 STRUCTURAL CONCRETE

502.0502 Quality Assurance Method A - Rejection by Resident Change the first sentence to read: “For an individual subplot with test results failing to meet the criteria in Table #1, or if the calculated pay factor for Air Content is less than 0.80.....”

502.0503 Quality Assurance Method B - Rejection by Resident Change the first sentence to read: “For material represented by a verification test with test results failing to meet the criteria in Table #1, the Department will.....”

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: “Circumstances may arise, however, where the Department may”

SPECIAL PROVISION SECTION 504 REINFORCING STEEL

504.18 Plates for Fabricated Members Change the second paragraph, first sentence from: “...ASTM A 898/A 898 M...” to “...ASTM A 898/A 898 M or ASTM A 435/A 435 M as applicable and...”

SPECIAL PROVISION SECTION 535 PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.02 Materials Change “Steel Strand for Concrete Reinforcement” to “Steel Strand.” Add the following to the beginning of the third paragraph; “Concrete shall be Class P conforming to the requirements in this section. 28 day compressive strength shall be as stated on the plans. Coarse aggregate....”

535.26 Lateral Post-Tensioning Replace the first paragraph; “A final tension...” with “Overstressing strands for setting losses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 ft] and less. In such instances, refer to the Plans for all materials and methods. Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force noted in the Plans. The applied jacking force shall be no less than 100% of the design jacking force.”

SPECIAL PROVISION SECTION 604
MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

“Tops and Traps	712.07
Corrugated Metal Units	712.08
Catch Basin and Manhole Steps	712.09”

SPECIAL PROVISION SECTION 605
UNDERDRAINS

605.05 Underdrain Outlets Make the following change:

In the first paragraph, second sentence, delete the words “metal pipe”.

SPECIAL PROVISION SECTION 615
LOAM

615.02 Materials Make the following change:

<u>Organic Content</u>	<u>Percent by Volume</u>
Humus	“5% - 10%”, as determined by Ignition Test

SPECIAL PROVISION SECTION 618
SEEDING

618.01 Description Change the first sentence to read as follows: “This work shall consist of furnishing and applying seed” Also remove “,and cellulose fiber mulch” from 618.01(a).

618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: “These rates shall apply to Seeding Method 2, 3, and Crown Vetch.”

In 618.03(c) “1.8 kg [4 lb]/unit.” to “1.95 kg [4 lb]/unit.”

618.09 Construction Method In 618.09(a) 1, sentence two, replace “100 mm [4 in]” with “25 mm [1 in] (Method 1 areas) and 50 mm [2 in] (Method 2 areas)”

618.15 Temporary Seeding Change the Pay Unit from Unit to Kg [lb].

SPECIAL PROVISION SECTION 620 GEOTEXTILES

620.03 Placement Section (c)

Title: Replace “Non-woven” in title with “Erosion Control”.

First Paragraph: Replace first word “Non-woven” with “Woven monofilament”.

Second Paragraph: Replace second word “Non-woven” with “Erosion Control”.

620.07 Shipment, Storage, Protection and Repair of Fabric Section (a)

Replace the third sentence with the following: “Damaged geotextiles, as identified by the Resident, shall be repaired immediately.”

620.09 Basis of Payment

Pay Item 620.58: Replace “Non-woven” with “Erosion Control”

Pay Item 620.59: Replace “Non-woven” with “Erosion Control”

SPECIAL PROVISION SECTION 621 LANDSCAPING

621.0036 Establishment Period In paragraph 4 and 5, change “time of Final Acceptance” to “end of the period of establishment”. In Paragraph 7, change “Final Acceptance date” to “end of the period of establishment” and change “date of Final Acceptance” to “end of the period of establishment”.

SPECIAL PROVISION SECTION 626 HIGHWAY SIGNING

626.034 Concrete Foundations Add to the following to the end of the second paragraph: “Pre-cast and cast-in-place foundations shall be warranted against leaning and corrosion for two years after the project is completed. If the lean is greater than 2 degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at no extra cost.”

SPECIAL PROVISION SECTION 637 DUST CONTROL

637.06 Basis of Payment Add the following after the second sentence of the third paragraph: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor’s own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor’s own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in

payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department's Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control."

SPECIAL PROVISION SECTION 639 **ENGINEERING FACILITIES**

639.04 Field Offices Change the forth to last paragraph from: "The Contractor shall provide a fully functional desktop copier..." to "...desktop copier/scanner..."

SPECIAL PROVISION SECTION 652 **MAINTENANCE OF TRAFFIC**

652.3.5 Installation of Traffic Control Devices In the first paragraph, first sentence; change "Signs shall be erected..." to "Portable signs shall be erected..." In the third sentence; change "Signs must be erected so that the sign face..." to "Post-mounted signs must also be erected so that the sign face..."

652.8.2 Other Items Replace the last paragraph with the following: "There will be no payment made under any 652 pay items after the expiration of the adjusted total contract time."

SPECIAL PROVISION SECTION 656 **TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL**

656.5.1 If Pay Item 656.75 Provided Replace the second paragraph with the following: "Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 and/or the Contractor's own Soil Erosion and Pollution Control Plan will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department's Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item."

SPECIAL PROVISION SECTION 703
AGGREGATES

703.06 Aggregate for Base and Subbase Delete the first paragraph: “The material shall have...” and replace with “The material shall have a minimum degradation value of 15 as determined by Washington State DOT Test Method T113, Method of Test for Determination of Degradation Value (March 2002 version), except that the reported degradation value will be the result of testing a single specimen from that portion of a sample that passes the 12.5 mm [½ in] sieve and is retained on the 2.00 mm [No. 10] sieve, minus any reclaimed asphalt pavement used.”

703.07 Aggregates for HMA Pavements Delete the forth paragraph: “The composite blend shall have...” and replace with “The composite blend, minus any reclaimed asphalt pavement used, shall have a Micro-Deval value of 18.0 or less as determined by AASHTO TP 58. In the event the material exceeds the Micro Deval limit, a Washington Degradation test shall be performed. The material shall be acceptable if it has a value of 30 or more as determined by Washington State DOT Test Method T 113, Method of Test for Determination of Degradation Value (March 2002 version) except that the reported degradation value will be the result of testing a single composite specimen from that portion of the sample that passes the 12.5mm [1/2 inch] sieve and is retained on the 2.00mm [No 10] sieve, minus any reclaimed asphalt pavement used.”

703.22 Underdrain Backfill Material Change the first paragraph from “...for Underdrain Type B...” to “...for Underdrain Type B and C...”

SPECIAL PROVISION SECTION 709
REINFORCING STEEL AND WELDED STEEL WIRE FABIC

709.03 Steel Strand Change the second paragraph from “...shall be 12mm [½ inch] AASHTO M203M/M203 (ASTM A416/A416M)...” to “...shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)...”

SPECIAL PROVISION SECTION 712
MISCELLANEOUS HIGHWAY MATERIALS

Add the following:

“712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron castings shall conform to the requirements of AASHTO M105, Class 30, unless otherwise designated.

Carbon steel castings shall conform to the requirements of AASHTO M103/M103M. Grade shall be 450-240 [65-35] unless otherwise designated.

Structural steel shall conform to the requirements of AASHTO M183/M183M or ASTM A283/A283M, Grade B or better. Galvanizing, where specified for these units, shall conform to the requirements of AASHTO M111.

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

- (a) Aluminum steps-ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.
- (b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

- (a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

(b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [½ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20

foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be provided to the Resident upon request without cost to the Department. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D1785. Fittings shall be of the same material.

712.341 Metallic Pipe Metallic pipe shall be ANSI, Standard B36.10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.

712.35 Epoxy Resin Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.

712.36 Bituminous Curb The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01 Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture. Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

712.37 Precast Concrete Slab Portland cement concrete for precast slabs shall meet the requirements of Section 502 - Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the plans and cross section and in accordance with the Standard Detail plans for Concrete Sidewalk Slab. The surface shall be finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [½ in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [¾ in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

SPECIAL PROVISION SECTION 717 ROADSIDE IMPROVEMENT MATERIAL

717.05 Mulch Binder. Change the third sentence to read as follows:

“Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit].”

SPECIAL PROVISION
SECTION 201
CLEARING & TRIMMING

Description This work shall consist of the trimming and clearing of trees for Highway and Utility construction as indicated in the Bid Book, Plans, Tree Inventory List, or as directed by the project Resident.

Utility Relocation Clearing is the tree removal and trimming necessary for the construction of road projects. A minimum of 8 feet side clearance and a minimum of 15 feet overhead clearance shall be attained where possible. All trees shall be removed from the clearance zone at the time of pruning. The clearance zone may extend beyond the conductors when conditions dictate.

All woody vegetation should be cleared from the pole line area in order to maximize construction efficiencies, as much as practical.

Highway clearing shall be done in accordance with the Department's *Standard Specifications* Revision of December 2002.

A meeting to review the specifications and the list of trees to be removed and/or trimmed shall be attended by the Department, the Town, Central Maine Power Company, the Contractor's Subcontractor, and any other parties involved with regard to the removal of trees or construction near trees.

Any clearing beyond what is shown on the Tree Inventory List must be approved by the project Resident.

<u>Pay Item</u>	<u>Pay Unit</u>
201.111 Clearing and Trimming – Utility Relocation	Lump Sum

APPENDIX A

SUPPLEMENTAL SPECIFICATION:

TREE PRESERVATION DURING ROAD CONSTRUCTION

This specification applies to the Route One Project in the Town of Camden, located in the County of Knox, beginning generally in the area of the Camden Public Library and extending to Camden Hills State Park. It refers to work performed by the Maine Department of Transportation, its Contractors and any Subcontractors involved in the Project.

Preservation and protection of tree roots which lie within the tree's "critical root zone" (the area between the tree's trunk and its drip line, i.e. the outer edge of the tree canopy) are essential for tree preservation. Leaving jagged and torn ends of roots results in root decay and inhibits the rejuvenation ability of tree roots. Soil compaction can disrupt or destroy the gaseous exchange which takes place beneath the soil – essential for healthy roots and trees.

The following procedures shall be followed for every tree within the project limits to be preserved as described on the Project Tree Inventory List.

1. Tree Roots

a. Repair of Torn Roots

During the excavation of soils, any roots torn by the excavating equipment shall be cut clean as soon as possible.

b. Protection of Exposed Roots

All exposed roots shall be covered with soil, or if the excavated area is to remain open, the roots shall be covered with burlap or straw which is then soaked with water and kept moist.

It is the intended that between the Camden Public Library and Nellehaven Drive, that any exposed roots be protected. Between Nellehaven Drive and Camden Hills State Park, those that are deemed significant by the Camden Tree Warden shall be protected.

c. Use of Equipment in the Vicinity of Tree Roots

To prevent root compaction, equipment shall be kept off lawns and away from trees and their critical root zones to the fullest extent practicable for normal construction processes.

Individual trees may be further highlighted by fencing placed at the discretion of the individual property owners.

2. Stump Removal

a. If removal of stump is not required, stump shall be cut close to grade – less than or equal to two inches (2") above ground.

b. When a stump must be removed there are adjacent trees whose roots will be affected by the extraction of the stump (root systems of trees are intertwined), then stump and roots which flare at stump base shall be ground out to eight or more inches (8") below grade.

3. Tree Removal

APPENDIX A

Tree removal shall be accomplished carefully, so as not to damage remaining trees and shrubs. An arborist shall use guide ropes to fell trees in proper direction, lowering lines to ease large sections to the the ground, and removal techniques which dismantle the tree in sections small enough to free-fall without causing damage.

4. Materials Storage and Equipment Use

Materials and equipment shall not be stored in the critical root zone areas (anywhere beneath the drip line) of trees to be preserved.



MAINE DOT
Maine Department of Transportation

Pin 1869.10
CAMDEN TREE LIST

This report has been prepared to assist Camden Tree Wardens MaineDOT staff and project personnel in recognizing and dealing with potential tree issues on this project.

Compiled by:

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Bob Moosmann, Senior Landscape Architect
Maine Master Landscape Arborist, License # MSL 1454
Landscape Architecture Unit
Maine Department of Transportation

PIN 01869.10

Revs. 6/11/04

Station	Offset	Common Name	Scientific Name	DBH	Condition	Location	Wires	Cavity	Deadwood	Utility Comments
1+050	8	Black Locust	Ulmus americana	8	Good	>4'	Yes	No	NO DEADWOOD	No impact
1+065	15	Red oak	Quercus rubra	31	Good	Other	Yes	No	<25% DEADWOOD	No impact
1+066	14	Hackberry	Celtis occidentalis	11	Good	Other	No	No	NO DEADWOOD	No impact
1+078	-8	Sugar Maple	Acer saccharum	5	Good	< 4'	No	No	NO DEADWOOD	
1+083	-8	Sugar Maple	Acer saccharum	5	Good	< 4'	No	No	NO DEADWOOD	
1+090.923	-13	Canadian Hemlock	Tsuga canadensis	6	Good	Lawn	No	No	NO DEADWOOD	
1+122.466	8.44	Sugar Maple	Acer saccharum	26	Poor	< 4'		Yes	<25% DEADWOOD	*Suggest removal. Too close to wires/Town keep Prune for wires
new										
1+128.882	8.51	Sugar Maple	Acer saccharum	30	Good	< 4'	Yes	Yes	<25% DEADWOOD	*Suggest removal. Too close to wires /Town keep Prune for wires
new										
1+133.343	8.48	Sugar Maple	Acer saccharum	31	Fair	< 4'	Yes	Yes	<25% DEADWOOD	Suggest removal. Too close to new wires/ Recently Removed
1+137.091	-9.9	Sugar Maple	Acer saccharum	17	Poor	Lawn	Yes	Yes	<25% DEADWOOD	*Side trim. Remove 1 limb
1+144.314	-11	Norway maple	Acer platanoides	18	Good	Lawn	Yes	No	NO DEADWOOD	
1+148.251	8.38	Sugar Maple	Acer saccharum	28	Good	< 4'	Yes	No	NO DEADWOOD	
1+153.704	-11	Sugar Maple	Acer saccharum	37	Good	Lawn	No	No	<25% DEADWOOD	
1+166.005	-11	Camperdown elm	Ulmus x camperdownii	13	Good	Lawn	No	No	NO DEADWOOD	
1+174.343	12.1	White ash	Fraxinus americana	14	Good	Lawn	Yes	No	NO DEADWOOD	*Side trim. Directional prune
1+176.829	-9.7	Sugar Maple	Acer saccharum	3	Good	Lawn	No	No	NO DEADWOOD	
1+193	-9	Sugar Maple	Acer saccharum	3	Good	Lawn	No	No	NO DEADWOOD	Recently Planted
1+199.352	12.3	Sugar Maple	Acer saccharum	17	Good	Lawn	Yes	No	NO DEADWOOD	*Side trim.
1+203.202	-9.1	Norway maple	Acer platanoides	16	Fair	Lawn	No	No	NO DEADWOOD	PROTECT
1+204.481	8.82	American elm	Ulmus americana	9	Good	Lawn	Yes	No	NO DEADWOOD	*Remove
1+205.822	19.3	Sugar maple	Acer saccharum	33	Good	Lawn	No	No	<25% DEADWOOD	PROTECT
1+210.240	12.4	White ash	Fraxinus americana	10	Good	Lawn	Yes	No	NO DEADWOOD	
1+217.482	-7.6	Sugar Maple	Acer saccharum	10	Poor	< 4'	Yes	Yes	25-50% DEADWOOD	Remove/Town save?
1+223.234	8.36	Black Locust	Robinia pseudoacacia	31	Good	Lawn	Yes	Yes	<25% DEADWOOD	*Side trim
1+226.419	8.59	Colorado Blue Spruce	Picea pungens	5	Good	Other	No	No	NO DEADWOOD	
1+231.600	-7.6	Flowering Crabapple	Malus x spp.	16	Good	< 4'	No	No	NO DEADWOOD	
BEGIN CLEARING AREA										
1+240		CLEARING AREA BOTH SIDES OF BRIDGE					*15			
TO		PREDOMINANTLY NORWAY MAPLES, 1 BLACK LOCUST, 1 ELM,					*7			
1+275		1 SUGAR MAPLE					*2			
END CLEARING AREA										
1+280.153	11.8	American arborvitae	Thuja occidentalis	13	Poor	Other	No	No	NO DEADWOOD	
1+288.306	18.4	Littleleaf Linden/Basswood	Tilia americana	13	Good	Other	No	No	NO DEADWOOD	
1+311.061	-8.2	Sugar maple	Acer saccharum	28	Good	< 4'	Yes	No	NO DEADWOOD	
1+316.823	-8.6	Red oak	Quercus rubra	2	Good	> 4'	No	No	NO DEADWOOD	
1+317.587	9.63	Sugar maple	Acer saccharum	45	Poor	Lawn	Yes	Yes	<25% DEADWOOD	*Remove
1+322.246	-8.4	Sugar maple	Acer saccharum	33	Fair	< 4'	No	No	<25% DEADWOOD	

Station	Offset	Common Name	Scientific Name	DBH	Condition	Location	Wires	Cavity	Deadwood	Utility Comments
1+327.953	-8.5	Sugar Maple	Acer saccharum	26	Fair	< 4'	No	No	<25% DEADWOOD	
1+332.980	10.9	Honeylocust	Gleditsia triacanthos	10	Poor	Lawn	Yes	No	<25% DEADWOOD	*Side trim
1+333.555	-8.5	Sugar Maple	Acer saccharum	33	Fair	< 4'	No	No	<25% DEADWOOD	
1+339.292	-8.5	Sugar Maple	Acer saccharum	34	Fair	< 4'	No	Yes	<25% DEADWOOD	
1+345.096	-8.5	Sugar maple	Acer saccharum	30	Good	> 4'	No	No	<25% DEADWOOD	
1+350.697	11.2	Sugar maple	Acer saccharum	30	Fair	Lawn	Yes	Yes	<25% DEADWOOD	*Side trim
1+365.722	10.8	Norway maple	Acer platanoides	24	Fair	Lawn	Yes	No	<25% DEADWOOD	*Side trim
1+373.745	-9	Sugar maple	Acer saccharum	9	Good	< 4'	No	No	NO DEADWOOD	
1+382.462	-17	Sugar maple	Acer saccharum	35	Good	Lawn	No	No	<25% DEADWOOD	
1+382.521	-9	Sugar maple	Acer saccharum	26	Fair	< 4'	No	No	25-50% DEADWOOD	PROTECT
1+400.018	-9.2	Sugar maple	Acer saccharum	25	Good	< 4'	No	No	NO DEADWOOD	PROTECT
1+404.880	10.9	Black Locust	Robinia pseudoacacia	48	Good	Lawn	Yes	Yes	NO DEADWOOD	Remove 1 limb
1+405.969	-9.7	Japanese Tree Lilac	Syringa reticulata	6	Good	Lawn	No	No	NO DEADWOOD	
1+414.042	-8.8	Red Oak	Quercus rubra	57	Poor	< 4'	No	Yes	<25% DEADWOOD	
1+418.574	11.9	Sugar Maple	Acer saccharum	23	Good	Lawn	No	No	NO DEADWOOD	
1+424.811	9.26	Paper Birch	Betula papyrifera	18	Poor	Lawn	Yes	Yes	<25% DEADWOOD	*Town wants removed
1+432	-8	Red (Swamp) Maple	Acer rubrum	9	Good	< 4'	No	No	NO DEADWOOD	
1+445.222	-12	Sugar Maple	Acer saccharum	43	Good	Lawn	No	No	<25% DEADWOOD	
1+450.656	8.89	Norway Maple	Acer platanoides	23	Good	Lawn	Yes	No	NO DEADWOOD	*Side directional trim
1+458.158	9.68	Sugar Maple	Acer saccharum	35	Good	Lawn	Yes	No	NO DEADWOOD	*Tip prune. Side directional pruning
1+481	-24	Silver Maple	Acer saccharinum	61	Poor	Lawn	No	Yes	NO DEADWOOD	
1+484.128	-11	Sugar Maple	Acer saccharum	42	Good	< 4'	No	Yes	<25% DEADWOOD	
1+487.059	9.38	Red (Swamp) Maple	Acer rubrum	32	Fair	Lawn	Yes	No	<25% DEADWOOD	*Directional prune. Side trim
1+495.356	8.91	Red (Swamp) Maple	Acer rubrum	14	Fair	Lawn	Yes	No	NO DEADWOOD	*Side directional trim
1+500.994	-12	Norway Maple	Acer platanoides	27	Good	Lawn	No	No	NO DEADWOOD	
1+510.955	8.22	Red (Swamp) Maple	Acer rubrum	25	Good	Lawn	Yes	No	NO DEADWOOD	*Side directional trim
1+517.179	-15	Colorado Blue Spruce	Picea pungens	3	Good	Lawn	No	No	NO DEADWOOD	
1+520.018	8.09	American Arborvitae	Thuja occidentalis	16	Fair	Lawn	Yes	No	NO DEADWOOD	*Side directional trim
1+525.893	8.8	Red Oak	Quercus rubra	9	Good	Lawn	Yes	No	NO DEADWOOD	*Top trim Directional trim
1+528.428	-13	Littleleaf Linden/Basswood	Tilia americana	23	Good	Lawn	No	No	NO DEADWOOD	
1+548.111	-12	Honeylocust	Gleditsia triacanthos	9	Good	Lawn	No	No	<25% DEADWOOD	
1+552.324	8.57	Sugar Maple	Acer saccharum	35	Poor	> 4'	Yes	Yes	<25% DEADWOOD	*Suggest removal. Tree in poor condition/Town save side trim
1+555.874	9.06	Sugar Maple	Acer saccharum	37	Fair	Lawn	Yes	Yes	<25% DEADWOOD	*Side directional trim
1+558.143	-10	Horsechestnut	Aesculus hippocastanum	31	Good	Lawn	Yes	Yes	<25% DEADWOOD	PROTECT
1+571.799	10.1	Flowering Crabapple	Malus x spp.	7	Good	Lawn	No	No	NO DEADWOOD	
1+581.270	-9.5	Eastern White Pine	Pinus strobus	30	Fair	< 4'	No	No	<25% DEADWOOD	
1+581.595	-13	Eastern White Pine	Pinus strobus	24	Fair	Lawn	No	No	<25% DEADWOOD	
1+581.883	-17	Eastern White Pine	Pinus strobus	19	Fair	Lawn	No	No	<25% DEADWOOD	
1+583.720	10.8	Norway Maple	Acer platanoides	26	Good	Lawn	Yes	No	NO DEADWOOD	*Directional prune.

Station	Offset	Common Name	Scientific Name	DBH	Condition	Location	Wires	Cavity	Deadwood	Utility Comments
1+585.263	-8.7	Eastern White Pine	Pinus strobus	24	Fair	< 4'	No	No	<25% DEADWOOD	Side trim
1+588.649	-8.5	Eastern White Pine	Pinus strobus	25	Fair	< 4'	No	No	<25% DEADWOOD	
1+597.217	10.7	Norway Maple	Acer platanoides	26	Good	Lawn	Yes	No	<25% DEADWOOD	*Side directional trim
1+607.858	11.9	Paper Birch	Betula populifolia	12	Good	Lawn	No	No	NO DEADWOOD	
1+614.182	-9	Sugar maple	Acer saccharum	10	Good	Lawn	No	No	NO DEADWOOD	
1+615.622	11.1	Horsechestnut	Aesculus hippocastanum	35	Good	Lawn	Yes	Yes	<25% DEADWOOD	PROTECT
1+624.703	15	Paper Birch	Betula populifolia	30	Good	Lawn	No	No	NO DEADWOOD	
1+632.234	-8.3	Sugar Maple	Acer saccharum	13	Good	< 4'	No	No	NO DEADWOOD	
1+638.549	9.38	Red (Swamp) Maple	Acer rubrum	13	Good	Lawn	Yes	No	NO DEADWOOD	*Side directional trim
1+646.412	-9.7	American Arborvitae	Thuja occidentalis	0	Good	Lawn	No	No	NO DEADWOOD	
1+646.910	-15	Sugar maple	Acer saccharum	5	Good	Lawn	No	No	NO DEADWOOD	
1+648	-31	Horsechestnut	Aesculus hippocastanum	43	Good	Lawn	No	No	NO DEADWOOD	PROTECT
1+658.6	8	Norway Maple	Acer platanoides	16	Good	Lawn	Yes	No	NO DEADWOOD	*Side directional trim
1+660.127	-9.3	Sugar Maple	Acer saccharum	42	Fair	< 4'	Yes	No	NO DEADWOOD	*Side directional trim
1+665.893	-9.3	Sugar Maple	Acer saccharum	39	Poor	Lawn	No	Yes	50-75% DEADWOOD	*Suggest removal/ Town take
1+682.808	7.8	Sugar maple	Acer saccharum	28	Fair	Lawn	Yes	Yes	<25% DEADWOOD	*Side directional trim
1+688.627	-10	Sugar maple	Acer saccharum	33	Fair	< 4'	No	Yes	<25% DEADWOOD	
1+689.944	7.75	Sugar maple	Acer saccharum	36	Fair	Lawn	Yes	No	<25% DEADWOOD	*Side directional trim
1+699.305	7.63	Sugar Maple	Acer saccharum	29	Fair	Lawn	Yes	No	<25% DEADWOOD	*Side directional trim. Remove
1+708.512	7.45	Sugar Maple	Acer saccharum	27	Fair	Lawn	Yes	No	<25% DEADWOOD	several lower limbs
1+709.5	-18	Black Locust	Robinia pseudoacacia	37	Good	Lawn	No	No	<25% DEADWOOD	
1+715.128	-9.1	Sugar maple	Acer saccharum	26	Good	< 4'	Yes	No	<25% DEADWOOD	*Side directional prune
1+718.878	7.07	Norway Maple	Acer platanoides	23	Good	Lawn	Yes	No	<25% DEADWOOD	*Side directional prune
1+725.629	-12	White ash	Fraxinus americana	24	Fair	Lawn	No	No	<25% DEADWOOD	
1+728.974	-12	White ash	Fraxinus americana	24	Fair	Lawn	No	No	<25% DEADWOOD	
1+734.112	-13	Norway Spruce	Acer platanoides	18	Good	Lawn	No	No	<25% DEADWOOD	
1+738.988	11.2	Sugar Maple	Acer saccharum	19	Good	Lawn	Yes	No	NO DEADWOOD	*Side directional trim
1+739.392	7.11	Red (Swamp) Maple	Acer rubrum	20	Poor	Lawn	Yes	Yes	25-50% DEADWOOD	*Recommend removal/Town take
1+743.626	5.52	American Arborvitae	Thuja occidentalis	12	Fair	< 4'	Yes	Yes	<25% DEADWOOD	*Recommend removal/Town take
1+749.506	-11	Sugar Maple	Acer saccharum	17	Good	Lawn	No	Yes	<25% DEADWOOD	PROTECT
1+756.664	8.23	Norway Spruce	Picea abies	21	Good	Lawn	Yes	No	NO DEADWOOD	*Side directional prune
1+761.544	8.25	Norway Spruce	Picea abies	17	Good	Lawn	Yes	No	<25% DEADWOOD	*Side directional prune
1+762.785	9.97	Hackberry	Celtis occidentalis	23	Good	Lawn	No	No	<25% DEADWOOD	
1+767.637	11.7	Eastern White Pine	Pinus strobus	24	Good	Lawn	No	Yes	25-50% DEADWOOD	
1+772.254	-11	Red (Swamp) Maple	Acer rubrum	17	Fair	Lawn	No	No	NO DEADWOOD	
1+784.731	-10	Japanese black pine	Pinus thunbergiana	19	Good	Lawn	No	No	NO DEADWOOD	
1+786.528	7.87	Eastern White Pine	Pinus strobus	23	Good	< 4'	Yes	No	NO DEADWOOD	
1+787.563	-13	Japanese black pine	Pinus thunbergiana	24	Good	Lawn	No	No	NO DEADWOOD	
1+797.755	7.56	Red (Swamp) Maple	Acer rubrum	35	Fair	< 4'	Yes	Yes	<25% DEADWOOD	

Station	Offset	Common Name	Scientific Name	DBH	Condition	Location	Wires	Cavity	Deadwood	Utility Comments
1+800.644	-17	Eastern White Pine	Pinus strobus	32	Good	other	No	No	<25% DEADWOOD	
1+812	-10	Sugar Maple	Acer saccharum	34	Poor	Lawn	No	Yes	25-50% DEADWOOD	
1+814.973	8.62	Red oak	Quercus rubra	33	Poor	< 4'	No	No	<25% DEADWOOD	
1+820	-10	Eastern White Pine	Pinus strobus	4	Good	Lawn	No	No	NO DEADWOOD	
1+821.457	-11	Sugar Maple	Acer saccharum	34	Poor	Lawn	No	Yes	<25% DEADWOOD	
1+825.387	-10	Eastern White Pine	Pinus strobus	3	Good	Lawn	No	No	NO DEADWOOD	
1+826.213	-9.5	black locust	Robinia pseudoacacia	4	Good	Lawn	No	No	NO DEADWOOD	
1+828.682	29.2	Canadian Hemlock	Tsuga canadensis	27	Fair	Lawn	Yes	No	<25% DEADWOOD	
1+836.771	-10	Eastern White Pine	Pinus strobus	3	Poor	Lawn	No	No	50-75% DEADWOOD	
1+837.809	-10	Eastern White Pine	Pinus strobus	2	Poor	Lawn	No	No	25-50% DEADWOOD	
1+840.000	-10	Red Oak	Quercus rubra	54	Fair	Lawn	No	Yes	<25% DEADWOOD	
1+849.142	-11	Red oak	Quercus rubra	39	Good	Lawn	No	No	<25% DEADWOOD	
1+849.801	8.02	Colorado Blue Spruce	Picea pungens	6	Good	< 4'	No	No	NO DEADWOOD	
1+854.442	-10	White Ash	Fraxinus americana	33	Good	Lawn	No	Yes	<25% DEADWOOD	
1+861.435	-9.3	Norway Maple	Acer platanoides	11	Good	other	No	No	NO DEADWOOD	
1+862.655	-8.9	Black Locust	Robinia pseudoacacia	10	Good	other	No	No	<25% DEADWOOD	
1+864.099	7.8	Colorado Blue Spruce	Picea pungens	7	Fair	Lawn	No	No	<25% DEADWOOD	
1+866.695	-8.7	Black locust	Robinia pseudoacacia	12	Good	other	No	No	<25% DEADWOOD	
1+872.866	-11	Norway Maple	Acer platanoides	9	Good	other	No	No	NO DEADWOOD	
1+872.867	-12	White ash	Fraxinus americana	26	Good	other	No	No	NO DEADWOOD	
1+875.486	-9.8	Norway Maple	Acer platanoides	8	Good	other	Yes	No	NO DEADWOOD	
1+877	-30	black locust	Robinia pseudoacacia	40	Fair	other	Yes	Yes	25-50% DEADWOOD	*Directional prune. Side trim
1+879.391	7.72	Red oak	Quercus rubra	32	Good	other	Yes	Yes	<25% DEADWOOD	*Side directional trim
1+892.529	8.25	Red oak	Quercus rubra	10	Good	other	Yes	No	NO DEADWOOD	3 overhang remove
1+899.107	6.55	Red oak	Quercus rubra	51	Good	other	Yes	No	<25% DEADWOOD	
1+899.537	-8.8	black locust	Robinia pseudoacacia	23	Fair	other	No	No	<25% DEADWOOD	
1+901.332	-12	black locust	Robinia pseudoacacia	24	Fair	other	No	No	<25% DEADWOOD	
1+909.518	-10	black locust	Robinia pseudoacacia	24	Fair	Lawn	No	Yes	<25% DEADWOOD	*Remove
1+915.578	10.3	Norway Maple	Acer platanoides	25	Good	Lawn	Yes	No	NO DEADWOOD	*Side directional trim
1+916.051	-7	Sugar Maple	Acer saccharum	33	Fair	Lawn	No	Yes	25-50% DEADWOOD	*Remove/owner take parking
1+932.414	-10	Red oak	Quercus rubra	39	Good	Lawn	No	No	<25% DEADWOOD	
1+935.012	-11	White Ash	Fraxinus americana	18	Good	Lawn	No	No	<25% DEADWOOD	
1+937.018	-9.3	Red oak	Quercus rubra	17	Good	Lawn	No	No	25-50% DEADWOOD	
1+951.272	-10	Red oak	Quercus rubra	28	Good	other	No	No	<25% DEADWOOD	
1+957.099	-5.7	black locust	Robinia pseudoacacia	25	Fair	Lawn	No	No	<25% DEADWOOD	*Remove/Town OK
1+958.229	-5.9	black locust	Robinia pseudoacacia	21	Fair	Lawn	No	No	<25% DEADWOOD	*Remove/Town OK
1+960.061	7.37	Red oak	Quercus rubra	63	Good	Lawn	Yes	No	<25% DEADWOOD	remove 3 overhanging limbs
1+967.966	-11	White Ash	Fraxinus americana	25	Good	Lawn	No	No	<25% DEADWOOD	
1+968.063	-12	Red oak	Quercus rubra	45	Good	Lawn	No	No	<25% DEADWOOD	
1+971.265	7.27	White Ash	Fraxinus americana	32	Poor	Lawn	Yes	No	25-50% DEADWOOD	remove overhanging deadwood
1+976.208	7.61	White Ash	Fraxinus americana	36	Fair	Lawn	Yes	No	<25% DEADWOOD	remove 2

Station	Offset	Common Name	Scientific Name	DBH	Condition	Location	Wires	Cavity	Deadwood	Utility Comments
1+984.636	-17	Canadian Hemlock	Tsuga canadensis	33	Good	Lawn	No	No	overhanging limbs	PROTECT
1+990.715	7.34	White Ash	Fraxinus americana	21	Fair	Lawn	Yes	No	<25% DEADWOOD	*Side directional trim
2+000.000	7.94	Norway Maple	Acer platanoides	25	Good	Lawn	Yes	No	<25% DEADWOOD	*Side directional trim
2+008.142	8.06	Norway Maple	Acer platanoides	21	Good	Lawn	Yes	No	<25% DEADWOOD	*Side directional trim
2+016.021	8.08	Norway Maple	Acer platanoides	21	Poor	Lawn	Yes	Yes	<25% DEADWOOD	*Side directional trim
2+023.070	8.03	Norway Maple	Acer platanoides	21	Good	Lawn	Yes	Yes	<25% DEADWOOD	*Side directional trim
2+042.760	18.8	Sugar Maple	Acer saccharum	35	Fair	other	No	Yes	<25% DEADWOOD	
2+064.828	12.1	Eastern White Pine	Pinus strobus	13	Good	other	Yes	No	<25% DEADWOOD	*side directional trim
2+128	9	Red oak	Quercus rubra	21	Good	other	Yes	No	<25% DEADWOOD	*side directional trim
2+132.288	11.1	Norway Maple	Acer platanoides	17	Good	Lawn	Yes	No	<25% DEADWOOD	*side directional trim
2+176.874	-11	Sugar Maple	Acer saccharum	41	Fair	other	No	Yes	<25% DEADWOOD	
2+188.084	-11	White Ash	Fraxinus americana	20	Good	Lawn	No	No	<25% DEADWOOD	
2+193.557	-7.3	White Ash	Fraxinus americana	25	Good	other	No	No	<25% DEADWOOD	Culvert issues
2+201	12	Red oak	Quercus rubra	39	Good	other	Yes	No	<25% DEADWOOD	*side directional trim
2+236	18	Eastern White Pine	Pinus strobus	27	Fair	other	No	No	NO DEADWOOD	
2+238	17	Eastern White Pine	Pinus strobus	34	Good	other	No	No	NO DEADWOOD	
2+280		BEGIN CLEARING AREA								
CLEARING AREAS ON BOTH SIDES FROM NEILHAVEN DRIVE TO SHERMAN POINT ROAD AREA 4" to 12" *54 TREES										
12" to 24" *46 TREES										
APPLE, BLACK LOCUST, WHITE PINE, RED OAK, SOME WHITE BIRCH, APPLE, AND ASH. SIGNIFICANT WHITE PINES AT LEDGE AREA										
END CLEARING AREA										
2+565										
2+572	10	Flowering Crabapple	Malus x spp.	4	Good	Lawn	No	No	NO DEADWOOD	
2+587.992	12.1	Red Oak	Quercus rubra	55	Good	Other	No	Yes	<25% DEADWOOD	
2+599.655	10.4	White Ash	Fraxinus americana	22	Good	Other	No	No	<25% DEADWOOD	
2+599.950	8	White Ash	Fraxinus americana	9	Good	Other	No	No	<25% DEADWOOD	
2+607	6	Norway maple	Acer platanoides	18	Good	Other	No	No	<25% DEADWOOD	
2+618.092	12.5	Paper Birch	Betula populifolia	5	Good	Lawn	No	No	NO DEADWOOD	
2+627.981	11.1	White ash	Fraxinus americana	33	Good	Lawn	No	No	<25% DEADWOOD	
2+638.575	11.4	Eastern White Pine	Pinus strobus	21		Other				
2+640.493	8.95	Eastern White Pine	Pinus strobus	24	Fair	Other	No	No	25-50% DEADWOOD	
2+640.506	10.8	Eastern White Pine	Pinus strobus	17	Fair	Other	No	No	25-50% DEADWOOD	
2+640.592	13.7	Eastern White Pine	Pinus strobus	34	Fair	Other	No	No	<25% DEADWOOD	
2+647.761	9.43	Red (Swamp) Maple	Acer rubrum	36	Good	Other	No	Yes	<25% DEADWOOD	
2+650.577	9.69	Eastern White Pine	Pinus strobus	11	Fair	Other	No	No	<25% DEADWOOD	
2+652.278	9.32	Cottonwood	Populus deltoides	34	Good	Other	No	No	<25% DEADWOOD	
2+654.781	9.7	Eastern White Pine	Pinus strobus	11	Fair	Other	No	No	<25% DEADWOOD	
2+656.530	10.1	Eastern White Pine	Pinus strobus	11	Fair	Other	No	No	<25% DEADWOOD	
2+661.469	9.02	Cottonwood	Populus deltoides	36	Good	Other	No	No	<25% DEADWOOD	
2+670.534	9.2	Cottonwood	Populus deltoides	30	Good	Other	No	Yes	<25% DEADWOOD	
2+678.359	9.99	Cottonwood	Populus deltoides	37	Good	Other	No	Yes	<25% DEADWOOD	

Station	Offset	Common Name	Scientific Name	DBH	Condition	Location	Wires	Cavity	Deadwood	Utility Comments
2+682.096	10	Eastern white pine	Pinus strobus	16	Fair	Other	No	No	<25% DEADWOOD	
2+688.025	10.1	White ash	Fraxinus americana	14	Good	Other	No	No	<25% DEADWOOD	
2+696.197	10.4	Eastern white pine	Pinus strobus	32	Good	Other	No	No	<25% DEADWOOD	
2+702	-10	Red Oak	Quercus rubra	19	Good	Other	Yes	No	<25% DEADWOOD	*Side directional trim
2+702.614	10.8	White ash	Fraxinus americana	18	Good	Other	No	No	NO DEADWOOD	
2+706.921	7.14	Red oak	Quercus rubra	25	Good	Other	No	No	<25% DEADWOOD	? Remove
2+730		American Arborvitae	Thuja occidentalis	27	Good	Other	No	No	NO DEADWOOD	
2+731		American Arborvitae	Thuja occidentalis	16	Good	Other	No	No	NO DEADWOOD	
2+753.435	7.97	White Ash	Fraxinus americana	16	Good	Other	No	No	<25% DEADWOOD	
2+768.619	8.06	White ash	Fraxinus americana	18	Good	Other	No	No	NO DEADWOOD	
2+772		White ash	Fraxinus americana	14	Good	Other	Yes	No	NO DEADWOOD	*Side directional trim
2+777		Red (Swamp) maple	Acer rubrum	24	Good	Lawn	Yes	No	NO DEADWOOD	*Side directional trim
2+786.227	9.45	White ash	Fraxinus americana	25	Good	Other	No	No	NO DEADWOOD	
2+789.393	12.8	Colorado Blue Spruce	Picea pungens	17	Good	Other	No	No	NO DEADWOOD	
2+790.480	10.4	Colorado Blue Spruce	Picea pungens	21	Good	Other	No	No	NO DEADWOOD	
2+796.194	8.62	Norway maple	Acer platanoides	8	Good	Other	No	No	NO DEADWOOD	
2+801.377	10.6	Norway maple	Acer platanoides	5	Good	Other	No	No	NO DEADWOOD	
2+824.081	9.27	Norway maple	Acer platanoides	12	Good	Lawn	No	No	NO DEADWOOD	
2+839.930	-16	White ash	Fraxinus americana	17	Fair	Lawn	No	Yes	NO DEADWOOD	
2+843.521	-15	White ash	Fraxinus americana	20	Good	Other	No	No	NO DEADWOOD	
2+850.305	-13	White ash	Fraxinus americana	18	Good	Lawn	Yes	No	NO DEADWOOD	
2+860.395	-18	White ash	Fraxinus americana	22	Good	Other	Yes	No	NO DEADWOOD	
2+860.5		BEGIN CLEARING AREA								
		CLEARING AREA RED OAK, BLUE SPRUCE, WHITE PINE 4" to 12" *5 TREES								
		12" to 24" *1 TREES								
3+060.00		END CLEARING AREA								
3+258.836	-11	Sugar Maple	Acer saccharum	43		Lawn	Yes	Yes	<25% DEADWOOD	*Side directional trim
3+267.832	-11	Sugar Maple	Acer saccharum	22		Lawn	Yes	Yes	<25% DEADWOOD	*Side directional trim
3+277	-10	Sugar Maple	Acer saccharum	34		Lawn	Yes	No	<25% DEADWOOD	*Side directional trim
3+294.250	-12	Norway maple	Acer platanoides	8		Lawn	Yes	No	NO DEADWOOD	
3+312.834	-11	Sugar Maple	Acer saccharum	35		Lawn	Yes	No	<25% DEADWOOD	*Side directional trim
3+380		BEGIN CLEARING AREA								
		CLEARING AREA NORWAY MAPLE, WHITE BIRCH, ASH, APPLE 4" to 12" *14 TREES								
		12" to 24" *18 TREES								
3+540		END CLEARING AREA								
3+566.964	-10	Sugar maple	Acer saccharum	43	Good	Lawn	Yes	No	<25% DEADWOOD	SAVED PROTECT
3+585		Sugar maple	Acer saccharum	36	Good	Lawn	No	No	<25% DEADWOOD	SAVED PROTECT
3+579.044	-11	Sugar maple	Acer saccharum	39	Good	Lawn	Yes	No	<25% DEADWOOD	SAVED PROTECT
3+591.514	-11	Sugar maple	Acer saccharum	35	Good	Lawn	Yes	No	<25% DEADWOOD	SAVED PROTECT

Station	Offset	Common Name	Scientific Name	DBH	Condition	Location	Wires	Cavity	Deadwood	Utility Comments
3+603.718	-12	Sugar maple	Acer saccharum	35	Good	Lawn	Yes	No	<25% DEADWOOD	SAVED PROTECT
3+616.557	-12	Sugar maple	Acer saccharum	34	Good	Lawn	Yes	No	<25% DEADWOOD	SAVED PROTECT
3+640	-11	Black Locust	Robinia pseudoacacia	61	Good	Other	Yes	No	<25% DEADWOOD	SAVED PROTECT

PROTECT FROM COMPACTION. TREES OF SPECIAL INTEREST, SIGNIFICANCE, AGE, OR LOCATION THAT MAY OR MAY NOT BE WITHIN PROJECT LIMITS

Common Name	Station	Offset	Scientific Name	Circ.	DBH	Condition	Location	Wires	Cavity	Deadwood	Utility comments
Norway maple	1+203.202	-9.105	Acer platanoides	50	16	Fair	Lawn	No	No	NO DEADWOOD	
Sugar maple	1+205.822	19.261	Acer saccharum	105	33	Good	Lawn	No	No	<25% DEADWOOD	
Sugar maple	1+382.462	-17.285	Acer saccharum	109	35	Good	Lawn	No	No	<25% DEADWOOD	
Sugar maple	1+400.018	-9.189	Acer saccharum	80	25	Good	< 4'	No	No	NO DEADWOOD	
Horsechestnut	1+558.143	-10.406	Aesculus hippocastanum	96	31	Good	Lawn	Yes	Yes	<25% DEADWOOD	Directional prune.
Horsechestnut	1+615.622	11.076	Aesculus hippocastanum	109	35	Good	Lawn	Yes	Yes	<25% DEADWOOD	Side trim
Horsechestnut	1+648	-31	Aesculus hippocastanum	135	43	Good	Lawn	No	No	NO DEADWOOD	
Sugar Maple	1+749.506	-11.034	Acer saccharum	54	17	Good	Lawn	No	Yes	<25% DEADWOOD	
Canadian Hemlock	1+984.636	-17.225	Tsuga canadensis	104	33	Good	Lawn	No	No	<25% DEADWOOD	
Sugar maple	3+566.964	-10.056	Acer saccharum	134	43	Good	Lawn	Yes	No	<25% DEADWOOD	
Sugar maple	3+585		Acer saccharum	112	36	Good	Lawn	No	No	<25% DEADWOOD	
Sugar maple	3+579.044	-10.813	Acer saccharum	121	39	Good	Lawn	Yes	No	<25% DEADWOOD	
Sugar maple	3+591.514	-11.147	Acer saccharum	110	35	Good	Lawn	Yes	No	<25% DEADWOOD	
Sugar maple	3+603.718	-11.571	Acer saccharum	109	35	Good	Lawn	Yes	No	<25% DEADWOOD	
Sugar maple	3+616.557	-11.825	Acer saccharum	107	34	Good	Lawn	Yes	No	<25% DEADWOOD	

CAMDEN-1869.10
ROCK BROOK CULVERT-STATION 1+262
BOX CULVERT-STATION 3+164
16 JUNE 2004

SPECIAL PROVISION
SECTION 203
EXCAVATION AND EMBANKMENT
(Dredge Materials)

Description: Dredge Material (See MDOT Standard Specifications § 101.2) is regulated as a Special Waste.

Fifty cubic yards or less of Dredge Material Beneficially Used in the area adjacent to and draining into the dredged water body is exempt from Beneficial Use Permits. The Dredge Material quantity from the culvert work at Stations 1+262 and 3+164 is expected to be less than 50 cubic yards (38 cubic meters) at each site.

CONSTRUCTION REQUIREMENTS

Management and Disposal: The contractor shall Beneficially Use all Dredge Material excavated at Stations 1+262 and 3+164 in the area adjacent to and draining into the dredged water body. No more than 38 cubic meters (50 cubic yards) of Dredge Material may be excavated at either site.

Method of Measurement: Dredge Material will be measured by the cubic meter of material removed.

Basis of Payment: Payment for Dredge Material Beneficially Used will be incidental to the culvert work.

Payment shall be full compensation for excavation, dewatering, managing, transporting, and placement.

SPECIAL PROVISION
SECTION 304
AGGREGATE BASE AND SUBBASE COURSE
(Aggregate Subbase)

If the Contractor wishes to route public traffic over the completed aggregate subbase course, the course shall be constructed with a minimum 50 mm [2 in] surcharge above the design grade, except as described below. Whenever the surcharge is used, it shall be constructed with material meeting the requirements of Section 703.06(b), Type D Aggregate. Also, whenever, the surcharge is used, it shall be placed on all the aggregate subbase course subjected to public driveways, sidewalks, approach roads, or the outer portions of the shoulders. Removal of the surcharge shall be followed immediately in succession by the fine grading of the aggregate subbase and construction of the next course.

The furnishing, placing, maintaining, and removal of the surcharge will not be paid for directly, but will be considered incidental to the Aggregate Subbase Course pay item.

If salvaged bituminous pavement is placed as the top layer of the aggregate subbase course, a surcharge is not required.

SPECIAL PROVISION
SECTION 403
HOT MIX ASPHALT

Desc. of Course	Grad. Design	Item Number	Bit Cont. % of Mix	Total Thick	No. Of Layers	Comp. Notes
<u>Rehabilitation Sections</u>						
<u>150mm HMA Travelway, Shoulders</u>						
<u>Approach Roads, and Parking Areas</u>						
Wearing	12.5 mm	403.208	N/A	35mm	1	5,7,12
Base	12.5mm	403.213	N/A	40mm	1	5,7,15
Base	19.0 mm	403.207	N/A	75mm	1/more	5,7,15
<u>Shim</u>						
Shim	9.5mm	403.211	N/A	variable	1/more	2,5,9,10
<u>Drives</u>						
Wearing	9.5 mm	403.209	N/A	75mm	2/more	2,3,9,10,13
<u>Islands, Sidewalks, Misc.</u>						
Wearing	9.5 mm	403.209	N/A	50mm	2/more	2,3,9,10,13

COMPLEMENTARY NOTES

2. The density requirements are waived.
3. The design traffic level for mix placed shall be <0.3 million ESALS.
5. The aggregate qualities shall meet the design traffic level of 3 to <10 million ESALS for mix placed under this contract. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **75 gyrations**. (Ndesign)
7. Section 106.6 Acceptance, (1) Method A.
9. Section 106.6 Acceptance, (2) Method C, as per Special Provision 401.
10. A **"FINE"** 9.5 mm mix with a gradation above or through the restricted zone shall be used for this item.
12. A mixture meeting the gradation of a 9.5mm **coarse** graded hot mix asphalt may be used at the option of the contractor.
13. A mixture meeting the requirements of section 703.09 Grading 'D', with a minimum PGAB content of 6%, and the limits of Special Provision 401, Table 9 (Drives and Sidewalks) for PGAB content and gradation may be substituted for this item. A job mix formula shall be submitted to the department for approval.
15. **Any areas reconstructed and exposed to traffic over winter suspension shall have the full depth, full width layers of 19.0 mm HMA base, and the 12.5mm HMA intermediate layers placed prior to the winter suspension of work on the project. All work associated with this item will be required to be done within the standard seasonal limitations, and evaluated in accordance with all applicable specifications. Any work performed outside the seasonal limitations dates will be considered temporary, and removed and replaced at no cost to the Department when work resumes in the next working season.**

Tack Coat

A tack coat of emulsified asphalt, RS-1 or HFMS-1, Item #409.15 shall be applied to any existing pavement at a rate of approximately 0.08 L/m², and on milled pavement approximately 0.2 L/m², prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim / intermediate course and the surface course, at a rate not to exceed 0.08 L/m².

**Camden
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Route 1
Highway Rehabilitation
June 22, 2004**

Tack used between layers of pavement will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(Roadway Median)

Description This work shall consist of furnishing and placing a portland cement concrete pavement and incidental construction as shown on the plans, or as directed by the Resident. Except as otherwise specified in this Special Provision, all work shall be in conformity with the applicable provisions of Section 502 - Structural Concrete, Section 503 - Reinforcing Steel, and Section 515 - Protective Coating for Concrete Surfaces.

MATERIALS

Concrete Concrete shall be Class A.

Reinforcing Steel Reinforcing steel shall be Grade 60 and conform to Section 503 - Reinforcing Steel and be epoxy coated or galvanized.

Epoxy coated reinforcing steel shall meet the requirements of Section 503 - Reinforcing Steel.

Galvanized reinforcing steel shall be hot-dipped galvanized with a Class I coating in accordance with ASTM A767. Nickel and aluminum shall be allowed in the galvanizing bath, but the zinc content shall not be less than 98 percent by mass. The Contractor shall furnish a written certification that the coating and coated bars meet the requirements of ASTM A767.

Control Joint Zip strip control joint shall be 38 mm [1 ½ inch] type as manufactured by Superior Featherweight Tool Company, 1325, Bixby Drive, City of Industry, CA 91745; Harris Plastic Control Joint Former 38 mm [1 ½ inch] type as manufactured by A.H. Harris & Sons, Inc., 21 Ellis Street, New Britain, CT 06050; or an equivalent.

Joint Sealant Per Section 714.04 - Sealant.

CONSTRUCTION REQUIREMENTS

Preparation of Foundation The foundation bed shall be well graded and compacted, as directed by the Resident, to provide the thickness of concrete indicated on the plans.

Prior to the concrete placement, the foundation bed shall be thoroughly and uniformly saturated with water. The bed shall be free of puddles and excessive surface water.

Placement of Concrete The concrete mix shall be placed in a continuous placement operation when possible so that construction joints will be kept to a minimum. Construction joints shall be constructed when there is a break in a placement. Construction joints shall be used to provide

access to driveways and roads as directed by the Resident. 600 mm [2 ft] long dowels spaced at 300 mm [12 in] on center shall be placed at the construction joint. Construction joints shall be brushed with a neat cement paste immediately prior to making the adjacent placement. Control joints shall be constructed with a zip strip placed transversely at 3 m [10 ft] on centers.

Joint sealant shall be applied at the top surface of the concrete median at construction joints.

The surface of the concrete shall receive a float finish in accordance with Section 502.14(A) - Float Finish. Immediately following the float finish, the surface shall be textured at right angles to the roadway using an approved open-pile, stiff bristle broom or mat.

The curing period for the concrete shall be four days and shall meet the requirements of Section 502.15 - Curing Concrete. The finished surface of the concrete shall receive a protecting coating in accordance with Section 515 - Protective Coating for Concrete Surfaces.

Method of Measurement Structural concrete, roadway median, satisfactorily placed and accepted, will be measured for payment by the cubic meter [cubic yard], in accordance with the dimensions shown on the plans or authorized by the Resident.

Basis of Payment The accepted quantity of Structural Concrete, Roadway Median will be paid for at the contract unit price per cubic meter [cubic yard], which payment will be full compensation for all labor, materials, equipment, and incidentals necessary to complete the work, including the fabrication, delivery, and placement of reinforcement; the furnishing and the application of the protective coating; the fabrication, delivery, and placement of dowels; furnishing and placement of control joint strip and sealant.

Excavation for the placement of the Structural Concrete, Roadway Median will be paid for under the appropriate contract pay item, Section 203 - Excavation and Embankments.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
502.341 Structural Concrete, Roadway Median	Cubic Meter [Cubic Yard]

SPECIAL PROVISION

SECTION 502

**STRUCTURAL CONCRETE CULVERT LINING & FACING OF CONCRETE WALL
(Shotcrete)**

Description The work shall include preparation of existing surfaces, installation of machine bolts or studs, spot painting of corroded areas, the application by pneumatic pressure of a shotcrete mix as indicated on the plans, and in accordance with this specification; and application of asphalt emulsion.

Shotcrete shall conform to all requirements of ACI 506.2 “Specifications for Materials, Proportioning, and Application of Shotcrete”, published by the American Concrete Institute, Detroit, Michigan, except as modified by the requirements of this project specification. Shotcrete shall consist of an application of one or more layers of mortar or concrete conveyed through a hose and pneumatically projected at a high velocity against a prepared surface.

Shotcrete shall be produced by either a dry-mix or a wet-mix process. The wet-mix process consists of thoroughly mixing all the ingredients except accelerating admixtures but including the mixing water, introducing the mixture into the delivery equipment and delivering it, by positive displacement, to the nozzle. The wet-mix shotcrete shall then be air jetted from the nozzle at high velocity onto the surface. Dry-mix process is shotcrete without mixing water which is conveyed through the hose pneumatically and the mixing water is introduced at the nozzle. For additional descriptive information, the Contractor’s attention is directed to the American Concrete Institute Standard “Guide to Shotcrete (ACI 506R-90)”.

Qualifications The work shall be performed by fully qualified personnel experienced in this type of work.

1. The foreman shall have at least five years of shotcrete experience and at least two years as a nozzleman.
2. The nozzleman shall have at least two years recent experience of satisfactory work as a nozzleman.
3. Evidence of the foreman and nozzleman’s experience of satisfactory work in similar capacities elsewhere shall be provided.

Materials All materials for shotcrete shall conform to the following requirements.

Cement	AASHTO M-85, ASTM C150, Type I, II, III or IV.
Fine Aggregate	AASHTO M-6, ASTM C33 clean, natural.
Coarse Aggregate	AASHTO M-80, Class B for quality.
Water	Potable, clean, and free from substances deleterious to concrete and steel or elements that would stain.
Chemical Admixtures	ASTM C1141 and the following:

Water-reducer	AASHTO M-194, Type A, D, F, G or
Superplasticizer	ASTM C494 Type A, D, F, G
Air-Entraining Agent	AASHTO M-194/ASTM C260
Plasticizers	AASHTO M-194 Type A, D, F, G or ASTM C494
Mineral Admixtures	
Fly Ash	AASHTO M-295, ASTM C618 Type F or C
Silica Fume	ASTM C1240, 90% minimum silicon dioxide solids content, not to exceed 12% by weight of cement. In addition, silica fume shall conform to the requirements of Section 502.
Polypropylene Fibers	ACI Standard, Polypropylene Fibers, 25 mm[1 in] in length, 0.89 kg/m ³ [1½ lb/yd ³]
Steel Fibers	ASTM A820 Type I, II, or III, Deformed, Steel Fibers, 25 mm to 35mm [1 in to 1 ¾ in] in length, minimum aspect ratio of 60.
Curing Compounds	AASHTO M-148 Type 1 D of Type 2
Pre-packaged Shotcrete	ASTM C928

The shotcrete shall contain polypropylene fibers. The use of other admixtures shall not be used unless approved by the Resident. Admixtures used to entrain air, to reduce water-cement ratio, to retard or accelerate setting time, or to accelerate the development of strength, shall be thoroughly mixed into the shotcrete at the rate specified by the manufacturer unless specified otherwise. Accelerating additives shall be compatible with the cement used, be non-corrosive to steel and shall not promote other detrimental effects such as cracking or excessive shrinkage. The maximum allowable chloride ion content of all ingredients shall not exceed 0.10% when tested to AASHTO T260.

Premixed and pre-packaged concrete products specifically manufactured as a shotcrete product may be provided for on-site mixed shotcrete if approved by the Resident. The packages shall contain materials conforming to the materials portion of this specification.

Stud welded shear connectors or machine bolts shall be installed in accordance with Section 505 of the Standard Specifications, except that Section 505.04 shall be ignored.

Materials Storage and Handling Materials shall be delivered, stored, and handled to prevent contamination, segregation, corrosion, or damage. Liquid admixtures shall be stored to prevent evaporation and freezing.

Cement shall be adequately stored to prevent moisture degradation and partial hydration. Cement that has become caked or lumpy shall not be used.

Aggregates shall be stored so that segregation and the inclusion of foreign materials are prevented. The bottom 150 mm [6 in] of aggregate piles in contact with the ground shall not be used.

Submittals The following submittals shall be provided by the Contractor for the Resident's review and approval. The Contractor will not be allowed to begin culvert repairs until all submittal requirements are satisfied and found acceptable to the Resident. Changes or deviations from the approved submittals must be resubmitted for approval. Adjustments in contract time will not be allowed for incomplete submittals.

At least 21 calendar days prior to initiating the work, the Contractor shall submit to the Resident the following:

1. Written documentation of the foreman's and nozzleman's qualifications and the proposed method of shotcrete placement.
2. Shotcrete mix design including:
 - a) Brand and type of Portland Cement used.
 - b) Source, gradation, and quality of aggregates as specified herein.
 - c) Proportions of mix by weight.
 - d) Proposed admixture, manufacturer, dosage, technical literature (when admixture allowed).
 - e) Compressive strength test results from the manufacturer's records, no older than six months, verifying the 28 day compressive strength.

Shotcrete Mix Design Aggregate for shotcrete shall meet the strength and durability requirement of AASHTO M-80 and M-43 and shall meet the following gradation requirements.

<u>Sieve Size</u>	<u>% Passing by Weight</u>
12.5 mm [1/2 in]	100
9.5 mm [3/8 in]	90 – 100
4.75 mm [No. 4]	70 – 85
2.36 mm [No. 8]	50 – 70
1.18 mm [No. 16]	35 – 55
600 um [No. 30]	20 – 35
300 um [No. 50]	8 – 20
150 um [No. 100]	2 – 10

- A. Proportioning Shotcrete shall be proportioned and delivered with a minimum cement content of 386 kg/m^3 [650 lb/yd^3].
- B. Strength Requirements Shotcrete shall be proportioned to produce a mix capable of attaining 35 Mpa [5000 psi] compressive strength in 28 days.
- C. Mixing and Batching Mixing equipment shall be capable of thoroughly mixing the materials in sufficient quantity to maintain the placing continuity. Shotcrete shall be batched, delivered and placed within 90 minutes of mixing.

Construction Requirements The construction sequence shall be in accordance with the approved submittal, unless otherwise approved by the Resident.

A. Equipment

1. The shotcreting equipment selected must be capable of metering the mix through a hose to the nozzle for projecting at high velocity onto the surface to be shotcreted.
2. The gun shall be either the double chamber or the rotary type capable of continuous delivery of material. Gaskets in the equipment must be kept in good condition to avoid reduced pressure and consequent reduced velocity of material through the hose.
3. The air compressor may be any standard type capable of sufficient pressures and volume of air to convey the material through the longest hose delivery. The air compressor capacity must have allowance for air used in removing rebound and other incidental work. The air hose shall be equipped with filters to prevent any oil or grease from contaminating the shotcrete.
4. Water pressure shall be maintained at a minimum 103.42 kPa [15 psi] higher than the highest air pressure required for placing the material. Both air and water pressure shall be uniformly steady.

- B. Surface Preparation The Contractor shall sandblast all areas from 25 mm [1 in] below the top of shotcrete lining to 150 mm [6 in] below lowest row of shear connectors. The Contractor shall remove all loose materials, rust, scale, oil, and deleterious material from all remaining receiving surfaces to receive shotcrete by methods acceptable to the Resident. The removal shall be accomplished in such a manner as not to loosen, crack, or shatter the surfaces to receive the shotcrete. Any surface material, which in the opinion of the Resident, is so loosened or damaged shall be removed to a sufficient depth to provide a base that is suitable to receive the shotcrete. Material that loosens as the shotcrete is applied shall be removed. No shotcrete shall be placed on frozen surfaces.

All areas of section loss above the concrete shall be sandblasted and painted with an MC Zinc Primer with MC Urethane with a Mox Tar Topcoat.

All areas of deteriorated concrete shall be removed. Edges of these areas shall be approximately normal to the existing concrete surfaces; feathered edges will not be allowed.

- C. Shotcrete Alignment Control The Contractor shall ensure that the thickness of shotcrete satisfies the minimum thickness shown on the design drawings using alignment wires, thickness control pins, or other means acceptable to the Resident.

- D. Delivery and Application In the areas of the culvert, where the metal is non-existent, a preliminary placement of shotcrete shall be made to fill all voids adjacent to the extremity of the lines of the metal. The final placement is to be made over this preliminary placement to full depth.

The shotcrete shall be applied from the lower part of the work area upwards to prevent accumulation of rebound on uncovered surfaces. Rebound shall not be worked back into

the placement nor shall the rebound be salvaged. Rebound which does not fall clear of the working area shall be removed. The nozzle shall be held at an angle approximately perpendicular to the working face and at a distance so that rebound will be minimal and compaction will be maximized. Thickness, methods of support, air pressure, and rate of placement of shotcrete shall be controlled to prevent sagging or sloughing of freshly applied shotcrete.

The shotcreting procedure may be corrected by adjusting the nozzle distance and orientation perpendicular to the surface, adjusting the water content of the shotcrete mix or other means acceptable to the Resident. Retempering of the mix will not be permitted. The shotcreted surface shall be broomed and roughened to insure proper bond of subsequent layers.

The upstream and downstream ends of the invert slab shall taper down from 125 mm [5 in] to 50 mm [2 in] minimum (measured from the top of the corrugations, inside the culvert) at each end of the culvert. The taper will be approximately 200 mm [8 in] long at each end of the culvert.

All horizontal edges of exposed concrete shall be sealed with an asphalt emulsion which extends onto the culvert at least 25 mm [1 in].

- E. Defective Shotcrete Surface defects shall be repaired as soon as possible after initial placement of the shotcrete. All shotcrete which lacks uniformity, which exhibits segregation, sagging, honeycombing, or lamination, or which contains any voids or sand pockets shall be removed and replaced with fresh shotcrete by the Contractor in accordance with this specification and to the satisfaction of the Resident.

A clearly defined pattern of continuous horizontal or vertical ridges or depressions at the reinforcing elements after they are covered will be considered an indication of insufficient cover of reinforcement or poor application and probable void. In this case, the application of shotcrete shall be immediately suspended and the work carefully inspected by the Resident. The Contractor shall implement and complete corrective measures prior to resuming the shotcrete operations.

- F. Reinforcement All reinforcement shall be secured in place to prevent displacement during the shotcrete application.
- G. Finish Shotcrete finish shall be a natural gun finish. Scraping or cutting to remove high spots shall not be done until the shotcrete has become stiff enough to withstand the pull of the cutting device.
- H. Weather Limitations Shotcrete shall not be placed without cold weather protection when the ambient temperature is below 4.5° C [40° F] and falling and/or when the shotcrete is likely to be subjected to freezing temperatures before a minimum strength of 4.8 Mpa

[700 psi]. Cold weather protection shall be maintained until the strength of the in-place shotcrete is greater than 5.2 Mpa [750 psi]. Cold weather protection shall include heating under tents, blankets, or other means acceptable to the Resident. The temperature of the shotcrete, when deposited, shall be above 10° C [50° F] but less than 32° C [90° F].

Shotcrete application shall also be suspended during high winds and heavy rains when, in the opinion of the Resident, the quality of the application is not acceptable. Newly placed shotcrete exposed to rain that washes out cement or otherwise makes the shotcrete unacceptable to the Resident shall be removed and replaced. The Contractor shall provide adequately secured polyethylene sheeting or equivalent when adverse exposure to weather is anticipated.

- I. Curing An approved curing cover (or compound) shall be applied within 18 hours after finishing. After surface water has evaporated from the finished surface, shotcrete exposed to sunlight shall be immediately treated for curing. Finished shotcrete shall be cured for a minimum of 48 hours before flushed with water, unless otherwise directed by the Resident, and flush water must be collected as per Section 656.

Safety Requirements Appropriate eye and dust protection equipment shall be used during shotcrete application. Cement and other admixtures are caustic and may cause eye, skin, and respiratory irritation unless safety measures are taken. Adequate ventilation shall be required. Nozzlemen and helpers shall as a minimum be equipped with gloves, respirators, eye protection and adequate protective clothing during the application of shotcrete. The Contractor is responsible for meeting all Federal, State, and Local Safety Code Requirements.

Method of Measurement The shotcrete for the culvert invert lining, satisfactorily applied and accepted in accordance with the dimensions shown on the plans, will be measured as one lump sum unit.

Basis of Payment The accepted shotcrete for the culvert invert lining will be paid for at the contract lump sum price for STR Concrete Culvert Invert Lining & Facing of Concrete Wall . The contract lump sum price shall be full compensation for preparing surfaces, installing machine bolts or studs, spot painting of corroded areas with an MC Zinc Primer with MC Urethane with a Mox Tar Topcoat, applying shotcrete, applying of asphalt emulsion, and furnishing all materials, equipment, labor, and incidentals necessary to complete the work of lining the culvert and retaining wall.

Shotcrete admixtures including silica fume will not be paid for directly, but shall be incidental to the related contract item.

The containment and disposal of pollutants during surface preparation and during shotcrete application will not be paid for directly, but shall be incidental to the related contract item and included in the Contractor's SEWPCP.

Town: **Camden**
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Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
502.325 STR Conc. Culvert Invert Lining & Facing of Concrete Wall	Lump Sum

SPECIAL PROVISION
SECTION 525
(Fieldstone Retaining Wall)

Description. This work shall consist of supplying material for and constructing a Fieldstone Retaining Wall (FSRW) in accordance with these specifications and in reasonably close conformity with the lines, grades, design and dimensions shown on the plans and Special Details, or as directed by the Engineer.

An FSRW will consist of the following components:

A leveling pad - a 450 mm (18 inch) thick bed of crushed stone used to provide a level surface to place wall stones.

Wall stones - hard, durable, flat quarried stones or fieldstones with flat faces in a mixture of sizes to be stacked in a compact and stable mass.

Filter Fabric - drainage geotextile as shown on the plans.

Backfill - soil is placed behind the FSRW and crushed stone fill.

Foundation - soil mass supporting the FSRW.

Drainage - underdrain pipe or other positive drainage system approved by the Engineer.

Design Requirements.

Drainage System - A positive drainage system to drain water from behind the wall and reduce freeze-thaw action of subsurface soils shall be included in the design of the FSRW.

Crushed Stone Drainage Layer - A vertical layer of crushed stone shall be placed between the back of the wall stones and the backfill to promote drainage and prevent ice damage to the FSRW.

Design Life - The design life of the wall shall be 50 years unless otherwise noted on the plans.

Leveling Pad Location - The top of the leveling pad shall be designed so that the embedment depth of the FSRW is adequate to maintain stability. The minimum embedment depth to the top of the pad shall be 305 mm (12 inches).

Design Approval. The stones to be used for construction of the wall shall be approved by the Project Landscape Architect before construction of the FSRW. A section of wall demonstrating the proposed construction and measuring approximately 1 meter tall and 1 meter long (3 feet by 3 feet) shall be approved by the Landscape Architect before final wall construction may proceed. Approval must be given by the Landscape Architect within two weeks of the request for approval by the Contractor. The wall must be similar to that shown in the attached photograph.

Construction. The FSRW shall be built by a skilled mason thoroughly experienced in this type of wall construction.

1. The foundation shall have sufficient strength to maintain global stability of the FSRW. The insitu soils may be used at the direction of the engineer. Foundation soils shall be brought to the desired grade as required for footing and base dimensions shown on the construction drawings or as directed by the Engineer.
2. The leveling pad shall be placed to the lines and grades as shown on the construction drawings, and shall have a minimum thickness of 450 mm (18 inches). The leveling pad shall extend at least 75 mm beyond the wall stones in all directions. Steps in the leveling pad shall have a minimum overlap of 200 mm (8 inches).
3. The backfill used behind the wall shall meet the requirements of Granular Borrow, MDOT Standard Specification 703.19, Material for Embankment Construction. Backfill shall be placed, spread, and compacted from the back of the crushed stone drainage layer toward the limits of the excavation. Backfill shall be placed in lifts not to exceed 200 mm (8 inches) and compacted with lightweight, hand operated compaction equipment. Backfill beyond 1 meter (3 feet) from the back of the crushed stone shall be compacted to 95% of the maximum density as determined by AASHTO T-180, Method C or D. The moisture content of the backfill material prior to and during compaction shall be uniformly distributed throughout each layer and shall be within 2 percentage points dry of optimum.
4. The filter fabric shall be a geotextile meeting the requirements of MDOT Standard Specification Subsection 722.02, Drainage Geotextile. It shall be placed between the native soils and the leveling pad and backfill.
5. The wall shall be constructed of hand fitted fieldstone or quarried stone. The stones shall be placed such that a minimum of 1800 kg of palletized stone is used for each m³ of wall (1.5 tons/cy).
6. Joints shall be level and horizontal; only short vertical joints will be allowed and no more than two vertical joints may be stacked above each other. Stones shall be stacked in a manner such that diagonal joints are kept to a minimum.

Joint size in the face of the wall should be kept to a minimum and should not exceed 38 mm (1.5 inches).

7. The top of the wall should be at least 400 mm (16 inches) wide. The width of the base should be approximately $\frac{2}{3}$ of the wall height, with a gradual taper from the base to the top of the wall. Stones shall be placed so the face of the wall has a minimum batter of 1:12.
8. A hand fitted course of cap stones shall be placed on top of the wall. This shall be constructed of stones of similar size and thickness. Each stone in the cap shall be of sufficient size to withstand accidental movement.

Method of Measurement. Field Stone Retaining Wall will be measured by the square meter (square foot) of front surface not to exceed the measurements shown on the plans or as authorized by the Engineer. Vertical dimension limits will be from the top of the leveling pad to the top of the cap stone layer. Horizontal dimension limits will be from each end of the wall.

Basis of Payment. The accepted quantity of Field Stone Retaining Wall will be paid for at the contract unit price per square meter (square foot), complete, cleaned of debris and accepted in place. The unit price shall be full compensation for excavation, backfill, and grading beyond the face of the wall and furnishing all materials, labor, equipment, and other incidentals including drainage necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
525.326	Field Stone Retaining Wall	Square meter (Square foot)



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SPECIAL PROVISION
SECTION 525
Stone Wall Remove and Reset W/Excavator

Description. This work shall consist of supplying all necessary equipment, labor and materials necessary to relocate existing rock walls with an excavator.

Construction. The rock walls designated on the plans to be removed and reset by an excavator shall be relocated in a manner so that the relocated walls are similar in appearance to the existing walls.

Method of Measurement. Stone Wall Remove and Reset w/ Excavator will be measured by the linear meter.

Basis of Payment. The accepted quantity of Stone Wall Remove and Reset w/ Excavator will be paid for at the contract unit price per meter, complete and accepted in place. The unit price shall be full compensation for all equipment, labor, and materials necessary to complete the work.

Payment will be made under:

<u>Pav Item</u>		<u>Pay Unit</u>
525.333	Stone Wall Remove and Reset w/ Excavator	Linear Meter

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SPECIAL PROVISION
SECTION 525.02
Stone Masonry Wall Remove and Reset

Description. This work shall consist of supplying all necessary equipment, labor and materials necessary to relocate existing stone masonry walls.

Materials. If additional stones are required they shall match the existing stones in size, shape and color.

Construction. The rock walls designated on the plans to be removed and reset shall be relocated in a manner so that the relocated walls are similar in appearance to the existing walls.

Method of Measurement. Stone Masonry Wall Remove and Reset will be measured by the square meter.

Basis of Payment. The accepted quantity of Stone Masonry Wall Remove and Reset will be paid for at the contract unit price per square meter, complete and accepted in place. The unit price shall be full compensation for all equipment, labor, and materials necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
525.321	Stone Masonry Wall Remove and Reset	Square Meter

SPECIAL PROVISION
SECTION 526
CONCRETE BARRIER
(Temporary Concrete Barrier)

Materials The connecting pin shall be 1 1/8" in [28.58 mm] in diameter with a nut and washer connection.

SPECIAL PROVISION
SECTION 534
PRECAST STRUCTURAL CONCRETE
(Precast Structural Concrete Arches, Box Culverts)

534.10 Description The Contractor shall design, manufacture, furnish, and install elements, precast structural concrete structures, arches, or box culverts and associated wings, headwalls, and appurtenances, in accordance with the contract documents.

534.20 Materials Structural precast elements for the arch or box culvert and associated precast elements shall meet the requirements of the following Subsection:

Structural Precast Concrete Units

712.061

Grout, concrete patching material, and geotextiles shall be one of the products listed on the Department's list of prequalified materials, unless otherwise approved by the Department.

534.30 Design Requirements The Contractor shall design the precast structural concrete structure in accordance with the AASHTO Standard Specifications for Highway Bridges, current edition, by either the Load Factor Design (LFD) or Load and Resistance Factor Design (LRFD) method. The design live load shall be as follows: MS-22.5 (HS-25) for LFD method, *modified HL-93 Strength I for LRFD method. *(modify HL-93 by increasing all wheel loads by a factor of 1.25)

The Contractor shall submit design calculations and shop drawings for the precast structure to the Department for approval. A Registered Professional Engineer, licensed in accordance with State of Maine laws, shall sign and seal all design calculations and drawings. The Contractor shall submit a bridge rating on the Department's Standard Bridge Rating Summary Sheet with the design calculations. Drawings shall conform with Section 105.7 - Working Drawings.

The Contractor shall submit the following items for review by the Resident at least ten working days prior to production:

- A) The name and location of the manufacturer.
- B) Method of manufacture and material certificates.
- C) Description of method of handling, storing, transporting, and erecting the members.
- D) Shop Drawings with the following minimum details:
 - 1) Fully dimensioned views showing the geometry of the members, including all projections, recesses, notches, openings, block outs, and keyways.
 - 2) Details and bending schedules of reinforcing steel including the size, spacing, and location. Reinforcing provided under lifting devices shall be shown in detail.
 - 3) Details and locations of all items to be embedded.
 - 4) Total mass (weight) of each member.

534.40 Construction Requirements The applicable provisions of Subsection 535.10 - Methods and Equipment and Subsection 535.20 - Forms and Casting Beds shall be met.

Manufacture of Precast Units The internal dimensions shall not vary by more than 1 percent from the design dimensions or 38 mm [1 ½ in], whichever is less. The haunch dimensions shall not vary by more than 19 mm [¾ in] from the design dimension. The dimension of the legs shall not vary by more than 6 mm [¼ in] from the dimension shown on the approved shop drawings.

The slab and wall thickness shall not be less than the design thickness by more than 6 mm [¼ in]. A thickness greater than the design thickness shall not be cause for rejection.

Variations in laying lengths of two opposite surfaces shall not be more than 15 mm [½ in] in any section, except where beveled ends for laying of curves are specified.

The under-run in length of any section shall not be more than 12 mm [½ in].

The cover of concrete over the outside circumferential reinforcement shall be 50 mm [2 in] minimum. The concrete cover over the inside reinforcement shall be 38 mm [1 ½ in] minimum. The clear distance of the end of circumferential wires shall not be less than 25 mm [1 in] or more than 50 mm [2 in] from the end of the sections. Reinforcement shall be single or multiple layers of welded wire fabric or a single layer of deformed billet steel bars.

Welded wire fabric shall meet the space requirements and contain sufficient longitudinal wires extending through the section to maintain the shape and position of the reinforcement. Longitudinal distribution reinforcement may be welded wire fabric or deformed billet steel bars which meet the spacing requirements. The ends of the longitudinal distribution reinforcement shall be not more than 75 mm [3 in] from the ends of the sections.

The inside circumferential reinforcing steel for the haunch radii or fillet shall be bent to match the radii or fillets of the forms.

Tension splices in the reinforcement will not be permitted. For splices other than tension splices, the overlap shall be a minimum of 300 mm [12 in] for welded wire fabric or billet steel bars. The spacing center to center of the circumferential wires in a wire fabric sheet shall be not less than 50 mm [2 in] or more than 100 mm [4 in]. For the wire fabric, the spacing center to center of the longitudinal wires shall not be more than 200 mm [8 in]. The spacing center to center of the longitudinal distribution steel for either line of reinforcing in the top slab shall be not more than 375 mm [15 in].

The members shall be free of fractures. The ends of the members shall be normal to the walls and centerline of the section, within the limits of variation provided, except where beveled ends are specified. The surfaces of the members shall be a smooth steel form or troweled surface finish, unless a form liner is specified. The ends and interior of the assembled structure shall make a continuous line of members with a smooth interior surface.

Defects which may cause rejection of precast units include the following:

- 1) Any discontinuity (crack or rock pocket etc.) of the concrete which could allow moisture to reach the reinforcing steel.
- 2) Rock pockets or honeycomb over 4000 mm² [6 in²] in area or over 25 mm [1 in] deep.
- 3) Edge or corner breakage exceeding 300 mm [12 in] in length or 25 mm [1 in] in depth.
- 4) Extensive fine hair cracks or checks.
- 5) Any other defect that clearly and substantially impacts the quality, durability, or maintainability of the structure as measured by accepted industry standards.

The Contractor shall store and transport members in a manner to prevent cracking or damage. The Contractor shall not place precast members in an upright position until a compressive strength of at least 30 MPa [4350 psi] is attained.

Installation of Precast Units The Contractor shall not ship precast members until sufficient strength has been attained to withstand shipping, handling and erection stresses without cracking, deformation, or spalling (but in no case less than 30 MPa [4350 psi]).

The Contractor shall set precast members on 12 mm [½ in] neoprene pads during shipment to prevent damage to the section legs. The Contractor shall repair any damage to precast members resulting from shipping or handling by saw cutting a minimum of 12 mm [½ in] deep around the perimeter of the damaged area and placing a polymer-modified cementitious patching material.

When footings are required, the Contractor shall install the precast members on concrete footings that have reached a compressive strength of at least 20 MPa [2900 psi]. The Contractor shall construct the completed footing surface to the lines and grades shown on the plans. When checked with a 3 m [10 ft] straightedge, the surface shall not vary more than 6 mm [¼ in] in 3 meters [10 ft]. The footing keyway shall be filled with a non-shrink flowable cementitious grout with a design compressive strength of at least 35 MPa [5075 psi].

The Contractor shall fill holes that were cast in the units for handling, with either Portland cement mortar, or with precast plugs secured with Portland cement mortar or other approved adhesive. The Contractor shall completely fill the exterior face of joints between precast members with an approved material and cover with a minimum 300 mm [12 in] wide joint wrap. The surface shall be free of dirt and deleterious materials before applying the filler material and joint wrap. The Contractor shall install the external wrap in one continuous piece over each member joint, taking care to keep the joint wrap in place during backfilling. The Contractor shall seal the joints between the end unit and attached elements with a non-woven geotextile. The Contractor shall install and tighten the bolts fastening the connection plate(s) between the elements that are designed to be fastened together as designated by the manufacturer.

Final assembly shall be approved by the manufacturer's representative prior to backfilling. The Contractor shall backfill the structure in accordance with the manufacturer's instructions and the Contract documents. The Contractor shall uniformly distribute backfill material in

layers of not more than 200 mm [8 in] depth, loose measure, and thoroughly compact each layer using approved compactors before successive layers are placed. The Contractor shall compact gravel borrow backfill in accordance with Section 203.12 - Construction of Earth Embankment with Moisture and Density Control, except that the minimum required compaction shall be 95 percent of maximum density as determined by AASHTO T99, Method C or D. The Contractor shall place and compact backfill without disturbance or displacement of the wall units, keeping the fill at approximately the same elevation on both sides of the structure. Whenever a compaction test fails, the Contractor shall not place additional backfill over the area until the lift is re-compacted and a passing test achieved.

The Contractor shall use hand-operated compactors within 1.5 m [5 ft] of the precast structure as well as over the top until it is covered with at least 300 mm [12 in] of backfill. Equipment in excess of 11 Mg [12 ton] shall not use the structure until a minimum of 600 mm [24 in] of backfill cover is in place and compacted.

534.50 Method of Measurement The Department will measure Precast Structural Concrete Arch or Box Culvert for payment per Lump Sum each, complete in place and accepted.

534.60 Basis of Payment The Department will pay for the accepted quantity of Precast Structural Concrete Arch or Box Culvert at the Contract Lump Sum price, such payment being full compensation for all labor, equipment, materials, professional services, and incidentals for furnishing and installing the precast concrete elements and accessories. Falsework, reinforcing steel, jointing tape, grout, cast-in-place concrete fill or grout fill for anchorage of precast wings and/or other appurtenances is incidental to the Lump Sum pay item. Cast-in-place concrete, reinforcing steel in cast-in-place elements, excavation, backfill material, and membrane waterproofing will be measured and paid for separately under the provided Contract pay items. Pay adjustments for quality level will not be made for precast concrete.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
534.70 Precast Structural Concrete Arch	Lump Sum
534.71 Precast Concrete Box Culvert	Lump Sum

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SPECIAL PROVISION
SECTION 606.612

STEEL-BACKED TIMBER GUARDRAIL

606.01 Description This work shall consist of furnishing and installing Steel Back Timber Guard Rail as shown on the details and in accordance with the special provisions and MDOT, FHWA, and Federal Lands Standards.

The steel-backed timber guardrail shall meet the requirements of NCHRP Report 230. The steel-backed timber guardrail shall be the blocked-out option, type A.

Field modifications to the structural steel, such as enlargement of the bolt slots, are not permitted, due to the effect on the crashworthiness of the system.

606.03 Posts

Wood posts. Do not use a wood guardrail post that has a through check, shake, or end split in the same plane as, or a plane parallel to the bolt hole and extending from the top of the post to within 75 millimeters of the bolt hole. The posts shall be 2.4 meters in length. Furnish 250 by 300-millimeter guardrail posts conforming to the above specifications.

When pavement is within 1 meter of the guardrail, set posts before placing the pavement.

Do not shorten guardrail posts unless the cut end is set in concrete. Do not shorten posts in terminal sections. When longer posts are specified, do not use them in the terminal sections.

If an impenetrable object is encountered while placing posts, enlarge the hole to provide not less than 150 millimeters clearance on all sides, and to a minimum depth of 0.75 meters. Set the post in concrete to within 150 millimeters of the top of the hole. Backfill and compact the remaining 150 millimeters with acceptable material.

Drive posts into pilot holes that are punched or drilled. The dimensions of the pilot hole shall not exceed the dimensions of the post by more than 15 millimeters. Set posts plumb, backfill, and compact.

Stamp the post length on the top of all wood posts. Restamp numbers disturbed during installation.

Alternate hole arrangements do not apply to posts in the anchorage assembly.

606.04 Rails

Rail Elements. Install the rail elements after the pavement adjacent to the guardrail is complete. Do not modify specified hole diameters or slot dimensions.

Steel rail. Shop bend all curved guardrail with a radius of 45 meters or less.

Erect rail elements in a smooth continuous line with the laps in the direction of traffic flow. Use bolts that extend at least 6 millimeters but not more than 25 millimeters beyond the nuts. Tighten all bolts.

Paint all scrapes on galvanized surfaces that are through to the base metal with 2 coats of zinc-oxide paint.

Timber rail.

Furnish timber conforming to AASHTO M 168. Fabricate the 150 by 250-millimeter timber rail and the 100 by 225-millimeter blockouts from dry, well seasoned, and dressed rough sawn Douglas fir, southern pine, or other approved species having a stress grade of at least 10 megapascals.

Treat the timber rail and blockout elements with CCA, ACZA, or ACA preservative treatment conforming to AWPA C14 except the minimum retention shall be 9.6 kilograms per cubic meter.

Equally space bolts along the front face of the timber rail to match the holes in the steel backing. Align timber guardrail along the top and front edges of the rail.

Field cut timber rails to produce a close fit at joints. Treat field cuts with 2 coats of CCA, ACZA, or ACA preservative treatment conforming to AWPA C14

Terminal Sections. Construct terminal sections at the locations shown. Terminal sections consist of posts, railing, hardware, and anchorage assembly necessary to construct the type of terminal section specified.

Where concrete anchors are installed, construct either cast-in-place or precast units. Do not connect the guardrail to cast-in-place anchors until the concrete has cured 7 days. Install end anchor cables tightly without slack. Construct earth berms according to the details.

Fabricate the steel backing elements from 9.5-millimeter structural steel conforming to AASHTO M 222M. For fastener hardware, conform to AASHTO M 222M.

Guardrail Hardware. Conform to the AASHTO-AGC-ARTBA *A Guide to Standardized Highway Barrier Hardware*, 1995 edition.

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Make all angles, channels, wide flanges, and plates not contained in the above standard conform to ASTM A 36M, except make the structural tubing for the short steel post conform to ASTM A 500 or ASTM A 513 grade 1008. Galvanize soil plates and structural tubing according to ASTM A 123. Do not punch, drill, cut, or weld the metal after galvanizing.

Manufacture reflector tabs from 4-millimeter aluminum or galvanized steel sheets. Use an adhesive that resists peeling with a force of 0.89 kilograms per centimeter of width. Use mildew resistant adhesive which has no staining effect on retroreflective sheeting.

Measurement Measure steel-backed timber guardrail by the meter along the face of the rail and the terminal ends by each.

606.09 Basis of Payment The accepted quantities, measured as provided above, will be paid at the contract price per unit of measurement for the pay items listed below that are shown in the bid schedule. Payment will be full compensation for the work including all materials, berm, labor, and equipment that is necessary for a complete installation.

Payment will be made under:

Pay Item	Pay Unit
606.612 STEEL BACKED TIMBER GUARDRAIL	M
606.80 BURIED IN SLOPE GUARDRAIL END	EA

SPECIAL PROVISION
SECTION 606
GUARDRAIL
(Remove and Dispose)

This Section of the Standard Specifications is amended by the addition of the following:

Description This work shall consist of the removing and disposing of existing beam guardrail, as indicated on the plans.

CONSTRUCTION REQUIREMENTS

General The existing guardrail shall be removed and shall become the property of the Contractor to be disposed of off the project.

Method of Measurement Guardrail, Remove and Dispose, will be measured by the meter [foot] of rail.

Basis of Payment The quantity of Guardrail, Remove and Dispose, will be paid for at the contract unit price per meter [foot].

Payment will made under:

<u>Pay Item</u>	<u>Pay Unit</u>
606.363 Guardrail, Remove and Dispose	Meter [Foot]

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SPECIAL PROVISION
SECTION 607

Safety Fence

Description. This work shall consist of supplying all necessary equipment, labor and materials necessary to install orange safety fence around the trees designated to be protected.

Method of Measurement. Safety fence will be measure by the linear meter.

Basis of Payment. The accepted quantity of safety fence will be paid for at the contract unit price per meter, complete and accepted in place. The unit price shall be full compensation for all equipment, labor, and materials necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
607.44 Safety Fence	Linear Meter

SPECIAL PROVISION
SECTION 608
DETECTABLE WARNINGS
(Masonry Pavers)

Description This work includes the installation of detectable warnings on concrete and/or asphalt curb ramps at the locations shown in the plans and in accordance with the plans or as established by Project Personnel.

Materials:

General All base courses and joints shall conform to the applicable subsections of Division 700 of the Standard Specifications.

The Contractor shall provide new, vacuum dry-pressed, bevel-edged and kiln-fired, solid (uncored), hard-burned, frost-free, masonry pavers complying with the requirements of ASTM C902, Class SX, Application PS, with the following modifications:

- (a) The maximum absorption limit shall be 8 percent for the average of five bricks.
- (b) The minimum compressive, strength shall not be less than 8,000 pounds per square inch.
- (c) The modulus of rupture shall not be less than 1,000 pounds per square inch.
- (d) The bricks shall be No. 'I, water struck type for paving.

A. Samples and Submittals:

1. The following list is provided for information only, and does not limit the Contractor to the use of only these suppliers. However, the Contractor shall submit a sample of the product, the name of the selected supplier, and color samples to the Project Personnel for approval prior to start of work.

<u>Vendor Name</u>	<u>Product</u>	<u>Phone Numbers</u>
Whitacre-Greer c/o Brooks Brick Co.	Masonry Pavers	(207) 989-3318
Endicott Clay Products	Masonry Pavers	(402) 729-3315

- B. Masonry pavers and sand bedding shall conform to the following material requirements:
1. Detectable warnings on curb ramps shall be truncated domes of the dimensions shown in the plans. Domes shall be prefabricated by the manufacturer as a pattern on masonry pavers.
 2. Pavers shall meet all Americans with Disabilities Act Accessibility Guidelines (ADAAG) requirements for truncated domes, and when installed, shall be capable of producing the pattern of domes as shown in the plans. Pavers shall meet the requirements of ASTM C 902 or ASTM C 936.
 3. The domes and the underlying surface shall have a minimum of 70% contrast with the light reflectivity of the adjoining surface as specified under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) requirements for truncated domes.
 4. The contrast shall be achieved by adding pigment during the fabrication of the pavers. Prior to start of work, the Contractor shall submit appropriate documentation from the manufacturer verifying that the contrast has been met, along with a sample paver, to the Project Personnel for approval.
 5. Bedding and joint sand shall be free of deleterious or foreign matter. The sand shall be natural or manufactured from crushed rock. Limestone screenings or stone dust shall not be used. Sand for bedding material shall conform to ASTM C 33. Sand that is to be placed between joints shall conform to ASTM C 144.

CONSTRUCTION REQUIREMENTS

General Pre-fabricated masonry pavers for detectable warnings shall be brought to the site in steel banded, plastic banded or plastic wrapped cubes capable of being transported by a fork lift or clamp lift. Pavers shall be carefully removed and stacked in a manner that results in the least amount of damage. All pavers that are damaged during transport or delivery will be rejected and shall be replaced at the Contractor's expense. Minor cracks or chipping due to transport and handling that do not interfere with the structural integrity of the pavers or the overall pattern of truncated domes will not be deemed as grounds for rejection.

Placing

A. Sand Setting Bed:

1. The Contractor shall spread the bedding sand evenly in the defined area and shall screed the sand to a depth of 4" to 6" over a compacted gravel base.

B Paver Installation:

1. Pavers shall be placed in a running bond pattern. Domes shall be aligned to create a square grid in the predominant direction of travel as shown in the plans. Pavers shall be installed such that the base of the truncated dome is at the same elevation as the adjoining surface, allowing for a smooth transition between the curb ramp and the detectable warning.

2. When cut pavers are required to fill gaps between the pavers and the edge of concrete, the Contractor shall bevel portions of the truncated domes at a 45-degree angle to create a smooth transition between the partial dome and the curb ramp surface. Unless otherwise directed by the Project Personnel, pavers shall be cut and installed in such a manner that the domes on the cut sections will not significantly impact the overall pattern of the truncated domes.

D. Compaction

1. The Contractors shall use a plate vibrator to embed the pavers into the sand. The size and type of plate vibrator shall be in accordance with manufacturer's recommendations, or as directed by the Project Personnel. All pavers that are damaged during embedment shall be replaced at the Contractor's expense.

2. Joint spacing between paver units shall be in accordance with the manufacturer's recommendations, or as approved by the Project Personnel. Joints shall be filled completely with joint sand. Excess sand shall be removed by sweeping.

Method of Measurement

Detectable warnings on new curb ramps, including sand, pavers, and all other work and materials necessary for fabrication, transport, and installation will not be measured and paid for separately, but shall be included in the work.

Truncated domes that are installed on existing curb ramps will be measured by the actual number of square feet that are installed and accepted.

Basis of Payment

Payment will be full compensation for all labor, materials, and equipment required to install the - truncated domes including surface preparation and removal / replacement of concrete or asphalt.

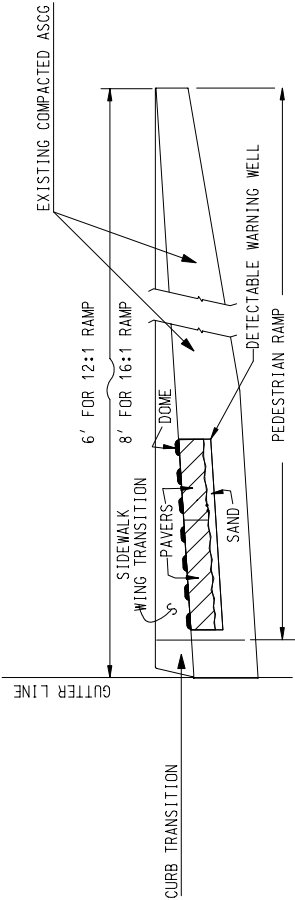
Pay Item

608.253 Masonry Paver with Truncated Domes

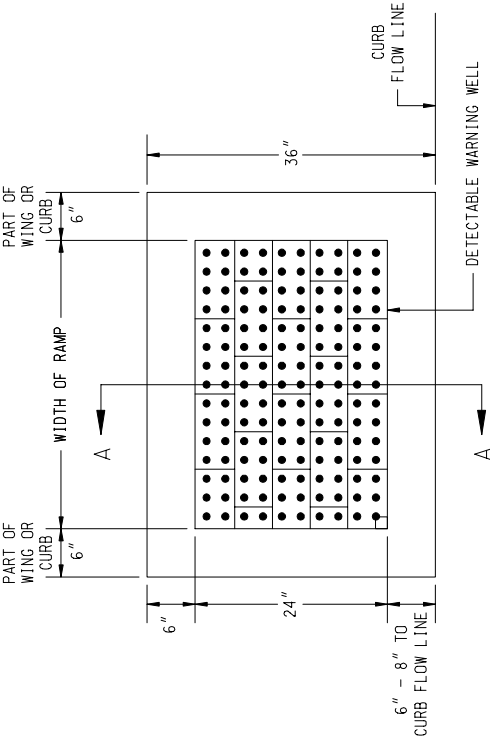
Pay Unit

Square Foot

VIEWS AND DETAILS OF THE DETECTABLE WARNING

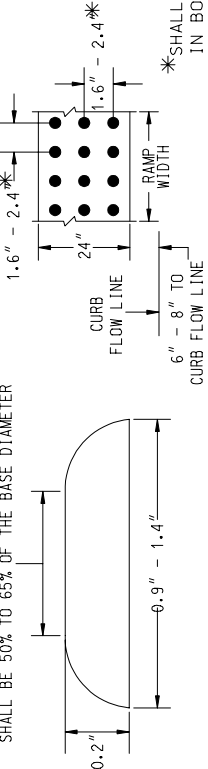


SIDE SECTION VIEW OF
DETECTABLE WARNING, WELL, CURB, AND GUTTER



PLAN VIEW OF
DETECTABLE WARNING AND WELL
(PAVERS NOT DRAWN TO SCALE)

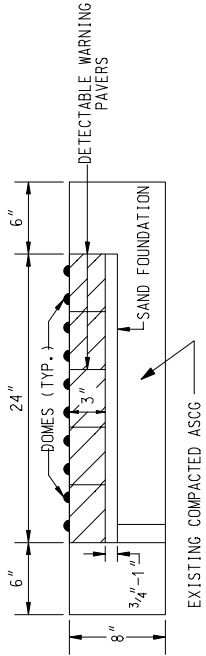
THE TOP DIAMETER OF THE TRUNCATED DOMES
SHALL BE 50% TO 65% OF THE BASE DIAMETER



ELEVATION VIEW

PLAN VIEW

DOMES AND DETECTABLE WARNING DETAILS



SECTION A-A

NOTE:
ALL DETECTABLE WARNING AREAS SHALL START 6 INCHES
FROM THE FLOW LINE OF THE CURB, AND BE 24 INCHES
IN DEPTH, AND COVER THE COMPLETE WIDTH OF THE RAMP
AREA ONLY.

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

VIEWS AND DETAILS OF THE
DETECTABLE WARNING

CURB RAMP

DETAILS

SHEET NUMBER

1

SPECIAL PROVISION
SECTION 609
CURBING
(Concrete Base for Curbing)

Description This work shall consist of furnishing and placing a portland cement concrete base beneath and around both new and reset Vertical Curb Type 1, including terminal ends and curb inlets, as shown on the Special Detail.

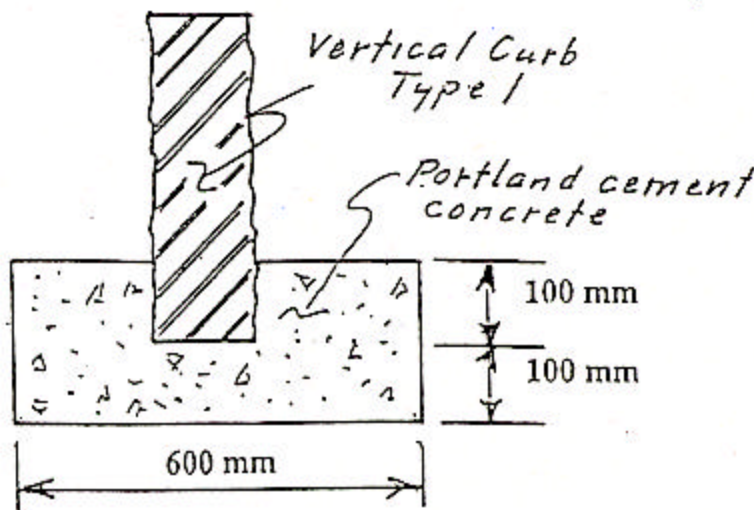
MATERIALS

Portland Cement Concrete Portland cement concrete shall consist of a 5½ bags per cubic yard mix with fine and coarse aggregate and water proportioned as approved by the Resident.

CONSTRUCTION REQUIREMENTS

General The Vertical Curb Type 1 shall be set and held firmly in place on a prepared foundation to the proper line and grade using shim block to conform to the Special Detail shown below.

Portland cement concrete shall be placed beneath and around the curbing, including curb inlets and terminal sections. Forms will not be required if suitable trenches can be provided to allow placing the concrete to the approximate dimensions shown. Backfilling shall not be performed until 24 hours after placing the concrete.



SPECIAL DETAIL
CONCRETE BASE SECTION

February 21, 2002

Method of Measurement Concrete base for curbing will be measured by the linear meter of portland cement concrete placed as shown on the Special Detail.

Basis of Payment The accepted quantity of concrete base for curbing will be paid for at the Contract unit price per linear meter, complete in place. Payment shall be full compensation for furnishing and placing portland cement concrete, excavating and backfilling as necessary, and forms as needed.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
609.50 Concrete Base for Curbing	Meter [Foot]

SPECIAL PROVISIONS
SECTION 621
LANDSCAPE
(Plant Species Specification and Quantities List)

The following list of items provides the estimated quantities for use on this project. The scientific name of the plant material is provided along with the common name in parenthesis.

The contractor shall follow *MDOT Standard Specifications* Rev. December, 2002 for landscape materials and installation procedures (sec 621).

The MDOT Landscape Architect or his designee will be available to inspect plant materials and stake the location of plant materials at the time of planting.

Pursuant to Section 104.5.9, completion of Landscape work will be covered by the Performance bond of the Prime Contractor for the project. A separate Performance bond will not be required for the Landscape portion of the contract. However, a Two-Year Establishment Period Maintenance Bond in the full value of the planting contract shall be included in this project.

Establishment Period Inspection and maintenance will be strictly enforced pursuant to 621.0036 Establishment Period (6-67 *Standard Specifications*).

PLANT MATERIALS

ITEM NO	Description	Unit	Quantity	Total
621.025	Evergreen Trees 3' – 4' (1500 mm – 1800 mm) Group A	Ea.		48
	Pinus strobus (Eastern White Pine)		24	
	Thuja plicata 'Nigra' (Dark American Arborviteae)		24	
621.026	Evergreen Trees 3' – 4' Group B (900 mm – 1200 mm)	Ea.		19
	Picea abies (Norway Spruce)		7	
	Picea glauca (White Spruce)		12	
621.037	Evergreen Trees 5' – 6' (1500 mm – 1800 mm) Group A	Ea.		5
	Thuja plicata 'Nigra' (Dark American Arborviteae)		5	

621.101	Ground-cover Plugs 2" (50 mm) Peat Pots Mulched bed , 8"oc	Ea		500
	<i>Pachysandra terminalis</i> (Evergreen Spurge)		200	
	<i>Vinca minor</i> (Myrtle)		300	
621.121	Small Deciduous Trees 5' – 6' Group B (3000 mm – 3600 mm)	Ea.		12
	<i>Amelanchier canadensis</i> Shadblow Multistem/Clump Form Cont/B&B		12	
621.127	Small Deciduous Trees 6' – 8' Group C (1800 mm – 2400 mm)	Ea.		6
	<i>Betula papyrifera</i> (Paper Birch)		6	
621.196	Medium Deciduous Trees Group B 1 ¾" – 2" cal. (45 mm – 65 mm)	Ea.		41
	<i>Malus floribunda</i> 'Snowdrift' 'Snowdrift' Crabapple		12	
	<i>Syringa reticulata</i> 'Ivory Silk' 'Ivory Silk' Japanese Tree Lilac 1 ¾" – 2" cal.		8	
	<i>Amelanchier arborea</i> 'Autumn Brilliance' Shadblow Single Stem Tree Form		21	
621.273	Large Deciduous Trees 2" – 2 ½" cal. (50 mm - 65 mm cal) B&B group A	Ea.		29
	<i>Acer rubrum</i> 'Red Sunset' ('Red Sunset Red/Swamp Maple)		9	
	<i>Acer saccharum</i> ('Legacy' Sugar Maple)		20	
621.274	Large Deciduous Trees 2" – 2 ½" cal. (50 mm - 65 mm cal) B&B group B	Ea.		3
	<i>Quercus rubra</i> (Northern Red Oak)		3	
621.275	Large Deciduous Trees 2" – 2 ½" cal. (50 mm - 65 mm cal) B&B group C	Ea.		2
	<i>Aesculus hippocastanum</i> Horsechestnut		2	
621.281	Large Deciduous Trees 2 ½" – 3" cal. (65 mm - 75 mm cal) B&B group C	Ea.		15
	<i>Ulmus americana</i> 'Valley Forge' 'Pioneer' Hybrid American Elm		15	
621.386	Dwarf Evergreens 6" – 8" (152 mm 203 mm) No. 1 Cont. Group A	Ea.		120
	<i>Arctostaphylos uva-ursi</i> (Bearberry)		120	
621.387	Dwarf Evergreens 8" – 12" (200 mm 300 mm) Group A Cont.	Ea.		12
	<i>Juniperus procumbens nana</i> (Dwarf Japanese Garden Juniper)		12	

621.388	Dwarf Evergreens 12" – 15" (300 mm – 375 mm) Group A Cont.	Ea.		63
	Juniperus horizontalis 'Bar Harbor' ('Bar Harbor' Prostrate Juniper)		60	
	Pinus mugo mugo (Dwarf Mugo Pine)		3	
621.478	Broadleaf Evergreens 6" - 12" (150 mm – 300 mm) No. 1 Cont.			72
	Cornus canadensis (Bunchberry)		36	
	Gaultheria procumbens (Wintergreen)		36	
621.480	Broadleaf Evergreens 12" – 15" (300 mm – 375 mm) Group A			18
	Rhododendron canadense (Native Rhodora)		12	
	Rhododendron canadense album (White Native Rhodora)		6	
621.51	Deciduous Shrubs 15" – 18" (375 mm - 450 mm) Group A	Ea.		12
	Spiraea 'Anthony Waterer' 'Anthony Waterer' Spirea		12	
621.511	Deciduous Shrubs 18" – 24" (450 mm - 600 mm) Group A	Ea.		84
	Cornus amomum (Silky Dogwood)		36	
	Viburnum prunifolia (Blackhaw Viburnum)		12	
	Viburnum tomentosum (Doublefile Viburnum)		12	
	Viburnum trilobum (American Cranberry Viburnum)		24	
621.546	Deciduous Shrubs 2' – 3' (900 mm – 1200mm) Group A Cont.	Ea.		72
	Amelanchier canadensis (Shadblow)		36	
	Cornus mas (Cornelian Cherry Dogwood)		12	
	Hamamelis virginiana (Witchhazel)		24	
621.547	Deciduous Shrubs 2' – 3' (900 mm – 1200mm) Group B Cont.	Ea.		72
	Forsythia suspensa 'Meadowlark' ('Meadowlark' Forsythia)		12	
	Hydrangea paniculata grandiflora (Flowering Shrub Hydrangea)		12	
	Rosa rugosa (Beach Rose)		36	
	Syringa vulgaris purpurea cultivar (Hybrid Common Lilac)		12	
621.552	Deciduous Shrubs 3' – 4' (900 mm – 1200 mm) Group A Cont.	Ea.		36
	Amelanchier canadensis (Shadblow) multistem		36	

621.654	Vines 12" – 15" ht. (300 mm – 375 mm) No.1 Cont.	Ea.		9
	Clematis x. hybrida No. 1 Cont. Cultivar		3	
	Parthenocissus quinquefolia (Virginia Creeper)		6	
621.655	Vines 12" – 15" ht. (300 mm – 375 mm) No.1 Cont.	Ea.		3
	Hydrangea anomala petiolaris (Climbing Hydrangea)		3	
621.708	Herbaceous Perennials Group A 3" (76 mm) Cont.	Ea.		480
	Hemerocallis fulva (Common Orange Daylily)		350	
	Hemerocallis flava (Common Yellow Daylily)		130	
621.709	Herbaceous Perennials Group B 3" (76 mm) Cont.	Ea.		72
	Hosta 'Krossa Regal'		24	
	Hosta plantaginea 'Royal Standard'		36	
	Iris siberica 'Caesar's Brother'		12	
621.710	Herbaceous Perennials Group A No. 1 Cont. (150 mm)	Ea.		102
	Coreopsis 'Moonbeam' (‘Moonbeam’ Tickseed Flower)		18	
	Hemerocallis x. hybrida 'Happy Returns'		36	
	Iberis sempervirens 'Snowflake' (‘Snowflake Candytuft)		24	
	Lavandula 'Hidcote' (‘Hidcote’ Lavendar)		24	
	Perovskia atriplicifolia 'Longin' (Russian Sage)		18	
621.8	Two-Year Establishment Period	LS		LS
	Two-Year Maintenance Establishment Period		LS	

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Town: Camden
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SPECIAL PROVISION
SECTION 634
EMBEDDED SNOW & ICE MELTING SYSTEM

634.01 Description This work shall consist of furnishing and installing an embedded snow & ice melting system manufactured by CalroriQue(www.calorique.com) or approved equivalent. The system at a minimum shall include the following components:

- Electrical Heating Mats – to completely cover 4 meter by 7 meter driveway
- Electrical Control Devices
- Wiring and Conduit
- Junction Boxes
- Insulation
- Warning Labels

The control devices shall be located at the same location as the control devices for the existing system which will be removed, which is located inside the property owner's house. Arrangements shall be made with the property owner for this installation and adequate notice giving. The contractor shall coordinate with the homeowner to schedule the work to be performed inside the residence.

The electrical heating mats shall be installed underneath the proposed concrete driveway at approximately station 2+027 left. The system shall be installed according to the manufacture's recommendations.

The contractor shall submit for review and approval a list of equipment and material which is proposed to be furnished.

634.093 Basis of Payment Payment shall be full compensation for furnishing and installing the embedded snow & ice melting system, including, heating mats, control devices, wiring, conduit, junction boxes, insulation and all other labor, material and equipment necessary to complete the work.

<u>Pay Item</u>		<u>Pay Unit</u>
634.273	Embedded Snow & Ice Melting System.	Lump Sum

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Special Provision Section 643
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SPECIAL PROVISIONS
SECTION 643
TRAFFIC SIGNALS

The provisions of Section 643 of the Standard Specifications shall apply with the following additions and modifications:

643.19 Basis of Payment Flashing LED Actuated Pedestrian Signs will be paid for at the contract lump sum price, which payment will be full compensation for furnishing and installing all materials, including, but not limited to breakaway sign poles, signs, meter, risers, controllers, cabinets, sign enclosure, wiring, cable, conduit, and all appurtenances and incidentals required for a complete functioning installation and for furnishing all tools and labor necessary for completing the installation as shown on the plans..

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
626.31	450 mm Foundation	EA
643.8	Pedestrian Actuated Signal at State Park	LS

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SPECIAL PROVISION
SECTION 645

Relocate Sign

645.01 Description

Contractor is responsible for the relocation of the State Park sign and The Lodge at Camden Hills sign as indicated on the plans. This work shall include all necessary materials, equipment, labor, foundations, conduits, wire, associated landscaping and any other infrastructure associated with the sign that is necessary for the relocation of the sign. The contractor is responsible for any damage that may occur to the sign during relocation of the sign. The relocation of the State Park Sign shall be completed within 5 working days.

645.09 BASIS OF PAYMENT

The accepted quantity for relocating the State Park Sign and The Lodge at Camden Hills Sign will be paid for at the contract price each for Relocating the State Park Sign and The Lodge at Camden Hills Sign. This work shall include all necessary materials, equipment, labor, foundation, conduits, wire, landscaping and any other infrastructure associated with the sign that is necessary for the relocation of the sign.

Payment shall be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
645.113 Relocate State Park Sign	Each
645.113 Relocate The Lodge at Camden Hills Sign	Each

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

Approaches Approach signing shall include the following signs as a minimum. Field conditions may warrant the use of additional signs as determined by the Resident.

Road Work Next x Miles
Road Work 500 Feet
End Road Work

Work Area At each work site, signs and channelizing devices shall be used as directed by the Resident. Signs include:

Road Work xxxx¹
One Lane Road Ahead
Flagger Sign

Other typical signs include:

Be Prepared to Stop
Low Shoulder
Bump
Pavement Ends

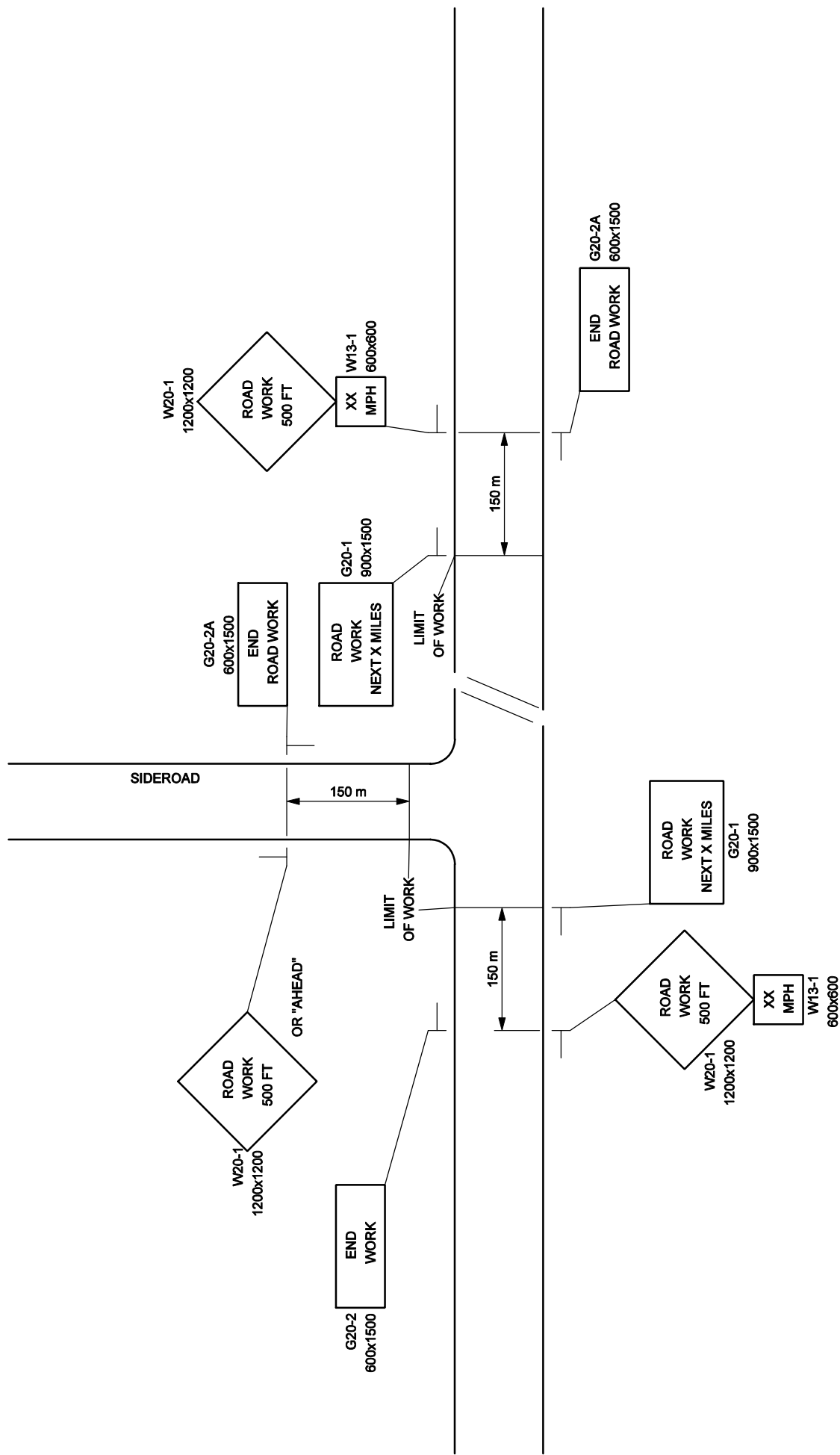
The above lists of Approach signs and Work Area signs are representative of the contract requirements. Other sign legends may be required.

The Contractor shall conduct their operations in such a manner that the roadway will not be restricted to one lane for more than 800 m [2,500 ft] at each work area. Where more than one work area restricts traffic to one lane operation, these work areas shall be separated by at least 1.6 km [1 mile] of two way operation.

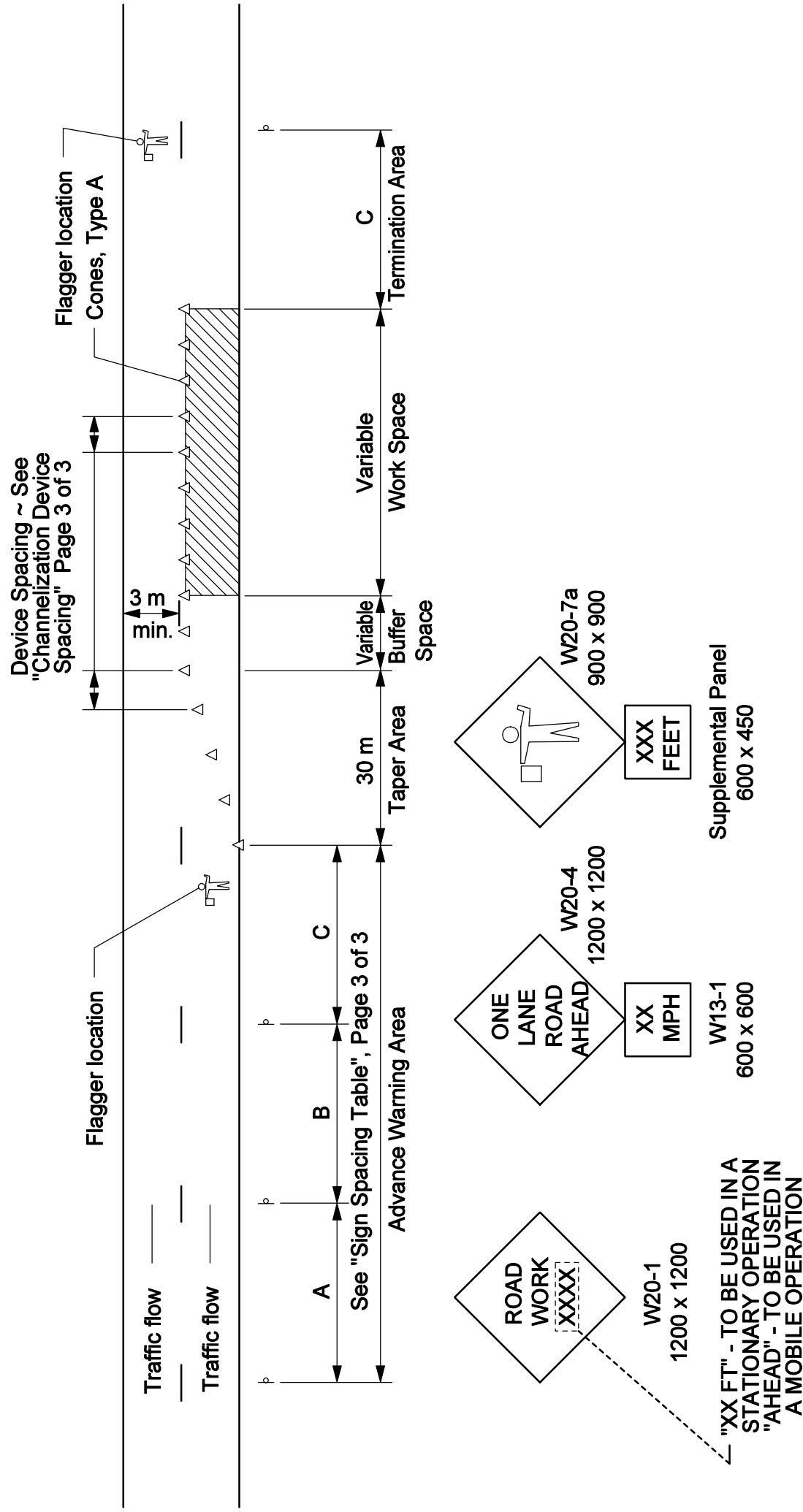
Temporary Centerline A temporary centerline shall be placed each day on all new pavement to be used by traffic. The temporary centerline, when specified of reflectorized traffic paint, shall conform to the standard marking patterns used for permanent markings.

Failure to apply a temporary centerline daily will result in suspension of paving until temporary markers are applied to all previously placed pavement.

¹ "Road Work Ahead" to be used in mobile operations and "Road Work xx ft" to be used in stationary operations as directed by the Resident.



TYPICAL -- PROJECT APPROACH SIGNING -- TWO WAY TRAFFIC



TYPICAL APPLICATION: TWO - WAY, TWO LANE ROADWAY, CLOSING ONE LANE USING FLAGGERS

* Formulas for L are as follows:

For speed limits of 40 mph (60 km/h) or less:

$$L = \frac{WS^2}{60} \quad (L = \frac{WS^2}{155})$$

For speed limits of 45 mph (70 km/h) or greater:

$$L = WS \quad (L = \frac{WS}{1.6})$$

* Formulas for L are as follows:

A minimum of 5 channelization devices shall be used in the taper.

TYPE OF TAPER	TAPER LENGTH (L)*
Merging Taper	at least L
Shifting Taper	at least 0.5L
Shoulder Taper	at least 0.33L
One-Lane, Two-Way Traffic Taper	100 ft (30 m) maximum
Downstream Taper	100 ft (30 m) per lane

CHANNELIZATION DEVICE SPACING

The spacing of channelization devices shall not exceed a distance equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet of 2.0 times the speed limit in mph when used for tangent channelization.

GENERAL NOTES;

1. Final placement of signs and devices may be changed to fit field conditions as approved by the Resident.

SIGN SPACING TABLE			
Road Type	Distance Between Signs**		
	A	B	C
Urban 30 mph (50 km/h) or less	100 (30)	100 (30)	100 (30)
Urban 35 mph (55 km/h) and greater	350 (100)	350 (100)	350 (100)
Rural	500 (150)	500 (150)	500 (150)
Expressway / Urban Parkway	2,640 (800)	1,500 (450)	1000 (300)

**Distances are shown in feet (meters).

SUGGESTED BUFFER ZONE LENGTHS

Speed (mph)	Length (feet)	Speed (mph)	Length (feet)
20	115	40	325
25	155	45	360
30	200	50	425
35	250	55	495

SPECIAL PROVISION
SECTION 656
Temporary Soil Erosion and Water Pollution Control

The following is added to Section 656 regarding Project Specific Information and Requirements. All references to the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control (a.k.a. Best Management Practices manual or BMP Manual) are a reference to the latest revision of said manual. The "Table of Contents" of the latest version is dated "1/19/00" (available at <http://www.state.me.us/mdot/mainhtml/bmp/bmpjan2000.pdf>.)

Procedures specified shall be according to the BMP Manual unless stated otherwise.

Project Specific Information and Requirements

The following information and requirements apply specifically to this Project. The temporary soil erosion and water pollution control measures associated with this work shall be addressed in the SEWPCP.

- Newly disturbed earth shall be mulched by the end of each workday. Mulch shall be maintained on a daily basis.
- The SEWPCP shall describe the location and method of temporary erosion and sediment control for existing and proposed catch basins, outlet areas and culvert inlets and outlets.
- Dust control items other than those under Standard Specification 637 and Special Provision 637, if applicable, shall be included in the plan.
- Permanent slope stabilization measures shall be applied within one week of the last soil disturbance.
- Permanent seeding shall be done in accordance with *Special Provision, Section 618, Seeding* unless the Contract states otherwise.
- Culvert inlet and outlet protection shall be installed within 48 hours of culvert installation, or prior to a storm event, whichever is sooner.
- After November 1 the Contractor shall use winter stabilization methods, such as Erosion Control Mix as specified in *Standard Specification, Section 619 - Mulch*. If required, spring procedures for permanent stabilization shall also be described in the plan. Use of this product for over-winter temporary erosion control will be incidental to the contract and be paid for as part of Pay Item 656.75.
- All disturbed ditches shall be stabilized by the end of each workday. Stabilization shall be maintained on a daily basis. Temporary erosion control blanket shall be installed in the bottoms of all ditches except where a stone lining is planned. Seed shall be applied prior to the placement of the blanket.
- The Contractor's SEWPCP shall address potential in-stream work at the following location:
sta. 1+265

NOTES:

Town: Camden
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Date: August 15, 2003

SPECIAL PROVISION
SECTION 656

Temporary Soil Erosion and Water Pollution Control

1. Delete the last sentence of Section 656.4.4, which reads, "After Final Acceptance of the project, the Contractor must submit the log to the Department which will become the property of the Department."
2. Any and all references to "bark mulch" or "composted bark mix" shall be a reference to "Erosion Control Mix" in accordance with *Standard Specification, Section 619 - Mulch*.

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SPECIAL PROVISION

(Bid Documents)

In the event that discrepancies or conflicts between MDOT specifications, special provisions, and plans occur with the Sewer and Water Utilities specifications, special provisions, and plans, MDOT's or the more restrictive shall prevail.

SPECIAL PROVISION
SECTION 801.01
SANITARY SEWER PUMP STATION

801.01 Description Construct a sanitary sewer pump station and a 50 mm force main.

801.02 Materials The pump shall meet the following specifications:

Pump Package – Barnes Progrind PGPP (2 HP, 240V Single Phase) or approved equivalent. Pump package shall include at a minimum: 1.2Ø meter manhole, 50mm quick disconnect, 50mm check valve, 50 mm gate valve, pump, necessary wiring and control panels, high water alarm, automatic switch and other necessary incidentals.

Control Panel – Septic System Pump Control Panel shall include at a minimum a red alarm light, test-normal-silence switch, amber power light, power fuse (15 amp), control fuse (2 amp), green pump light, hand-off – auto switch and an audio alarm.

801.03 General

The contractor shall locate the existing sewer pipe leaving the residential structure to be hooked to the pump station. The pump station shall intercept the existing sewer pipe and shall be located just outside of the MDOT right of way. The pump station shall be connected to the municipal sewer district via a 50 mm force main. The force main shall be installed at the location shown on the plans and shall have a minimum of 1.8 meters of cover.

The control panel shall be connected to the existing circuit box in the residential structure and a dedicated 20-amp panel for the pump station shall be provided. The contractor shall coordinate with the homeowner to schedule the work to be performed inside the residence.

The existing cesspool cannot be disconnected until the force main is installed and operational.

801.04 Basis of Payment

The accepted quantities of pump stations shall be lump sum complete in place including the 1.2m manhole, pump, control panel, connection to the house, electrical connection, and all other incidentals. The accepted quantities of 50 mm force main shall be the linear meter complete in place.

Payment will be made under:

Pay Item		Pay Unit
801.01	PUMP STATION	LS
801.09	50 MM PVC FORCE MAIN (SDR 26)	M

SPECIAL PROVISION

SECTION 801

SEWER

DESIGN GUIDES AND SPECIFICATIONS – CAMDEN WASTEWATER DEPARTMENT

SECTION 801.2

REFERENCE TO APPLICABLE STANDARDS

The following standards have been used in the development of the Sanitary Sewer System Design Guides and Specifications:

- 1) GUIDES FOR THE DESIGN OF WASTEWATER TREATMENT WORKS (TR-16),
Edition. 1980 Edition,
- 2) WPCF MANUAL OF PRACTICE No. 9
Design and Construction of Sanitary and Storm Sewers 1970
- 3) WPCF MANUAL OF PRACTICE No. 3 Regulation of Sewer Use 1975
- 4) DEP STATE OF MAINE
Suggested Sewer Use ordinance for the Cities and Towns of the State of Maine 1980
- 5) American Society for Testing and Materials (Appropriate Specifications)

Persons involved with the design, construction, and maintenance of sanitary sewer systems should become thoroughly familiar with these documents in order to conform to the Department's design guides and specifications.

SECTION 801.3

DEFINITIONS

1. "Reviewing Authority" shall mean the Superintendent of the Wastewater Department, or the MDOT Resident.
2. "Contractor" shall mean any firm, person, or persons engaged for the purpose of constructing sewers, drains, or any other associated structures in the Town of Camden, to include persons engaged directly by the Town of Camden.
3. "Supervisor" shall mean any person or persons appointed by, and responsible to the "Reviewing Authority/Owner's Representative", to undertake the duties herein assigned to the "Supervisor" acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

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4. "Jurisdiction" shall mean within an existing Town right-of-way, or a right-of-way to be accepted by the Town.
5. Owner's Representative - individual working for the Town of Camden whose responsibilities may include, but are not limited to, one or all of the following:

Construction Observation
Measurement & Payment Submittals
Material Testing
Construction Methods Monitoring

801.4.A Record Drawings

- 1) At the completion of the project, the Contractor shall deliver to the Reviewing Authority/Owner's Representative record drawings of the project. The record drawings should include the following:
 - a. Horizontal and vertical location for underground utilities referenced to permanent surface improvements.
 - b. Location of house service connection points. These locations shall be recorded by accurate swing ties or other methods approved by the Reviewing Authority/Owner's Representative.

Each record drawing shall contain the following:

1. Date, project title and number.
2. Contractor's name and address.
3. Title and number of each record document.
4. Signature of Contractor or his authorized representative.

Failure to submit an accurate set of record drawings shall result in non-approval of the final payment of the contract, or non-acceptance of the sanitary sewer project.

SECTION 801.5

REQUIREMENTS OF CAMDEN WASTEWATER DEPARTMENT

801.5.A Earth Excavation

1) General

The Contractor shall inspect the site of the work and assume all responsibility as to the nature and behavior of the materials, which may be encountered in the excavation.

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The Contractor shall make excavations of normal depth in earth for trenches and structures; shall backfill such excavations to the extent necessary; shall furnish all plant, labor, equipment and materials and perform all operations in connection with the stripping, excavation, filling, backfilling and rough grading, complete as herein specified.

Excavation consists of removal and disposal of materials encountered when establishing required grade elevations.

Perform all excavation of every description and of whatever substances encountered to the depths and extent indicated for the proper installation of the work.

Excavate to the exact depth required for all utility systems. Utility trenches shall be over excavated to accommodate pipe bedding as specified hereinafter.

Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F.

The Contractor shall, at his own expense, provide suitable and safe bridges and other crossing where required for the accommodation of travel and to provide access to private property during construction and he shall remove said structures upon completion of the work.

2) Excavation for Utilities

The trench for the pipe shall be excavated to the required line and grade and of sufficient width to permit thorough compacting and tamping of the fill material under the haunches and around the pipe. In general, utility trenches shall be excavated to a point 150 mm (6 inches) below the bottom of the utility line to accommodate bedding material as specified hereinafter. Soft or unsuitable material encountered below the normal bedding line of the pipe shall be removed as directed by the Reviewing Authority/owner's Representative, replaced with selected material gravel or crushed stone and thoroughly compacted. The bottom of the trench shall be shaped to conform to the curvature of the pipe. This bed shall also be excavated to accommodate the bells of pipes.

3) Excavation for Structures

Excavation shall conform to elevations and dimensions shown within a tolerance of plus or minus 0.101, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction required, and for inspection.

- 5.1 In excavating for footings and foundations, take care not to disturb bottom of excavation. Excavate by hand to final grade just before concrete is placed. Trim bottoms to required lines and grades to leave solid base to receive concrete.

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5.2 Unless otherwise indicated on the Drawings, the Contractor shall overexcavate approximately 150 mm (6") for footings and place a working mat of crushed stone to prevent subgrade disturbance of material in place or in fill material.

4) Width of Trench

Pipe trenches shall be made as narrow as practicable and shall not be widened by scraping or loosening materials from the sides. Every effort shall be made to keep the sides of the trenches firm and undisturbed until backfilling has been completed and consolidated.

Trenches shall be excavated with approximately vertical sides between the elevation of the center of the pipe and an elevation 300 mm (1-foot) above the top of the pipe.

5) Excavation Near Existing Structures

Material encountered in the excavation may include water pipe, sewer pipe, electric conduit and other utility services, and may also include lumber, masonry, or other materials from previous constructions. The Contractor shall make his own investigations to determine the presence of these utilities or former constructions.

As the excavation approaches pipe, conduits, or other underground structures, digging by machinery shall be discontinued and the excavation shall be done by means of hand tools.

Where determination of the exact location of a pipe or other underground structure is necessary for doing the work properly, the Contractor may be required to excavate test pits to determine such locations.

6) Protection of Existing structures

All existing walks, pipes, conduits, poles, wires, fences, curbing, property linemarkers, walls, buildings, railroad tracks and other structures which do not, in the opinion of the Reviewing Authority/Owner's Representative, require to be changed in location, shall be carefully supported and protected from injury by, the Contractor without additional compensation, and in case of injury, they shall be restored by him without compensation therefore, to as good condition as that in which they were found.

7) Disposal of Surplus Excavated Materials

No excavated materials shall be removed from the site of the work or disposed of by the Contractor except as directed or approved.

Surplus excavated materials suitable for backfill shall be used to backfill normal excavations in rock or to replace other materials unacceptable for use as backfill, shall be neatly deposited and graded so as to make or widen fills, flatten side slopes, or fill depressions; or shall be neatly deposited for other purposes preferably within a haul of 1 mile from the point of excavation; or as directed or approved by the Reviewing Authority/owner's Representative.

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The Contractor shall be responsible for removing any excavated materials not required or not suitable for backfilling. The materials shall be disposed of by the Contractor in a manner approved by the Reviewing Authority/Owner's Representative.

8) Shoring and Bracing

Provide adequate shoring and bracing, such as sheet piling, uprights, stringers and cross-braces, in good serviceable condition.

12.1 Trench shoring bracing shall comply with State and OSHA Safety Standards.

12.2 Maintain shoring and bracing in excavations regardless of time period excavations will be open. Shoring may be left in-place if approved in advance by Reviewing Authority.

9) Dewatering

Prevent surface water and subsurface or groundwater from flowing into excavations or onto any work and from flooding project site and surrounding area.

13.1 Do not allow water to accumulate in excavations. Remove water to prevent softening of subgrades and soil changes detrimental to stability of subgrades. Provide and maintain pumps, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

801.5.H Rock Excavation and Disposal

1) General

- a. In general, rock in pipe trenches shall be excavated so as to be not less than 6 in. from the pipe after it has been laid. Before the pipe is laid, the trench shall be backfilled to the correct subgrade with thoroughly compacted, suitable material or, when so specified or indicated on the drawings, with the same material as that required for bedding the pipe, furnished and placed by the Contractor. Rock excavation under structures shall not be less than 12"(300mm) from the outside of the structure bottom.
- b. A pre-blasting survey is required for any drilling or blasting is to be started. This survey shall include all pertinent information of existing property within 153 m (500 feet) of any area where blasting will occur, such as foundations, retaining walls, steps, etc. to be obtained through the use of photographs and written descriptions. This survey is to be conducted at no additional cost to the owner.
- c. Submittals to Reviewing Authority/owner's Representative - Contractor shall submit documentation that shows that the blaster is qualified to undertake the planned work, including proof of insurance.

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The blaster shall submit a blasting work plan to be approved by the Reviewing Authority/Owner's Representative prior to start of work. The plan shall include, but not be limited to:

1. blasting materials and program
2. monitoring program
3. pre-blast survey
4. safety
5. traffic control

2) Explosives

The Contractor shall keep explosives on the site only in such quantity as may be needed for the work under way and only during such time as they are being used. He shall notify the Reviewing Authority/Owner's Representative in advance, of his intention to store and use explosives. Explosives shall be stored in a secure manner and separate from all tools. Caps or detonators shall be safely stored at a point over 30.5 m (100 ft.) distant from the explosives. When the need for explosives has ended, all such materials remaining on the work shall be promptly removed from the premises.

In addition to observing all local ordinances and State and Federal laws relating to the transportation, storage, handling, and use of explosives, the Contractor shall conform to any further regulations which the Reviewing Authority/Owner's Representative may think necessary in this respect. In the event that any of the above mentioned laws, ordinances, or regulations require a licensed blaster to perform or supervise the work of blasting, said licensed blaster shall, at all times, have his license on the work and shall permit examination thereof by the Reviewing Authority/Owner's Representative or other officials having jurisdiction.

3) Blasting

3.1 The Contractor shall control blasting so that the peak particle velocity shall not exceed 50 mm (2 inches) per second at the nearest structure of significance and the maximum air overblast pressure shall not exceed 3.5 kPa (0.5 psi) at the nearest structure of significance. The Contractor shall monitor all blasts for peak particle velocity and air overblast pressure.

Monitoring results shall be provided to the Reviewing Authority/Owner's Representative within 48 hours of the blast.

4) Shattered Rock

If the rock below normal depth is shattered due to drilling or blasting operations of the Contractor, and the Reviewing Authority/Inspector considers such shattered rock to be unfit for foundations, the shattered rock shall be removed and the excavation shall be backfilled with Compacted Gravel Fill as required, except that in pipe trenches screened gravel may be used for backfill, if approved. All such removal and backfilling shall be done by and at the expense of the Contractor.

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5) Disposal of Excavated Rock

Excavated rock may be used in backfilling trenches subject to the following limitations:

- a. Pieces of rock larger than permitted under the section titled "Backfilling Pipe Trenches" shall not be used for this purpose.
- b. The quantity of rock used a backfill in any location shall not be so great as to result in the formation of voids.
- c. Rock backfill shall not be placed within 900 mm (36 in.) of the surface of the finish grade.

801.5.I Pipe Bedding and Backfill Requirements

Material storage: stockpile excavated materials where directed, until required for backfill or fill. Place, grade, and shape stockpiles for proper drainage.

1) Pipe Bedding Materials

Fill materials, utilized as pipe bedding material, shall be placed from the mid-diameter of the pipe to the bottom of the excavation. Pipe bedding shall be either crushed stone or gravel borrow meeting the following specifications:

Crushing stone shall consist of clean, crushed, nonporous rock, or crushed gravel, uniformly blended and shall conform to the following gradation requirements:

<u>U.S. Sieve Size</u>	<u>% Passing By Weight</u>
25 mm (1")	100
19 mm (3/4") 90	100
12.5 mm (1/2") 10	50
9.5 mm (3/8") 0	20
4.75 mm (#4) 0	5

Gravel borrow shall consist of hard, durable stone and coarse sand, free from loam and clay, surface coatings and deleterious materials. Gravel borrow shall be uniformly blended and shall conform to the following gradation requirements:

<u>U.S. Sieve Size</u>	<u>% Passing By Weight</u>
75 mm (3")	100
12.5 mm (1/2")	50 - 85
4.75 mm (No. 4)	40 - 75
425 µm (No. 40)	10 - 35
75 µm (No. 200)	10 - 35

Material removed from the trench excavation satisfying the requirements for Gravel Borrow may be used for pipe bedding. However, it will be the responsibility of the Contractor to have sieve analysis performed by an independent testing laboratory to demonstrate that the

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excavated material meets the above specification. The number and frequency of sieve analysis shall be at the discretion of the Reviewing Authority/Inspector.

2) Select Backfill Material

Fill material, utilized as select backfill over the pipe, shall extend from the mid-diameter of the pipe to one foot above the top of the pipe. The fill material, whether excavated or trucked in, shall be reasonably free from roots or other organic material, trash, frozen material, clay and free from all stones having a dimension greater than 4 inches. Fill material shall conform to the following gradation limits:

<u>U.S. Sieve Size</u>	<u>% Passing By Weight</u>
100 mm (4")	100
2.00 mm (No. 10)	30 - 95
425 µm (No. 40)	0 - 70
75 µm (No. 200)	0 - 15

3) Common Backfill Material

Common backfill material shall be used for the remainder of the trench over the pipe and shall conform to the gradation limits for select backfill materials except that stones having a dimension not exceeding 300 mm (12") may be utilized within three 300 mm (3') of the top of the pipe.

4) Bedding and backfill for structures under footings, manholes, and concrete structures shall be structural fill.

* **STRUCTURAL FILL**

Unless otherwise noted on the drawings, material for gravel base shall be a sandy gravel, free of organic materials, trash, snow, ice, frozen soil and other objectionable material and shall be well graded within the following limits:

<u>Sieve Size</u>	<u>Percent Finer by Weight</u>
75 mm (3")	100
12.5 mm (½")	50 – 85
4.25 mm (#4)	40 – 75
425 µm #40	10 – 35
75 µm #200	0 – 10

801.5.J Placing and Compacting Material

Fill for various applications shall be compacted to the following minimum densities determined by ASTM Designation D-1557 method C or D.

Compacted Fill

95% of maximum density at optimum moisture content

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All other fill and backfill

90% of maximum density at optimum moisture content

Previously placed or new materials shall be moistened by sprinkling, if required, to ensure proper bond and compaction.

No compacting shall be done when the material is too wet, from either rain or too great an application of water, to compact it properly. At such times the work shall be suspended until the previously placed and new materials have dried out sufficiently to permit proper compaction, or such other precautions shall be taken as may be necessary to obtain proper compaction.

POLYVINYL CHLORIDE (PVC) SEWER PIPE:

- A. Pipe and fittings shall meet the requirements of ASTM Specification D3034 for SDR-35.
- B. The pipe shall be suitable for use as a gravity sewer conduit. Provisions must be made for contraction and expansion at each joint with a rubber ring. The bell shall consist of an integral wall section with a solid cross-section rubber ring, factory assembled, securely locked in place to prevent displacement during assemble. Standard laying lengths shall be 6.1 m (20 ft.) and 3.8 m (12.5 ft.)
- C. All fittings and accessories shall be as manufactured and furnished by the pipe supplier or approved equal and having bell and spigot configurations compatible with that type of the pipe. Fittings shall be of the same strength and quality as the pipe.
- D. Minimum "pipe stiffness" (F/Y) shall be 317 kPa (46 psig) for the sizes when tested in accordance with ASTM Method of Test D2412, "External Loadings Properties of Plastic Pipe by Parallel-Plate Loadings".
- E. PVC Shall not be used when sheeting is used, or when the original material excavated is peat or unconsolidated or soft clay.
- F. When PVC pipe is used the bedding shall be 12.5 mm (1/2 in.) to 25mm (1 in.) crushed stone in the zone 150 mm (6 in.) above and below the pipe.

801.6 Method of Measurement: Pipes will be measured by the linear meter in place within the limits specified below.

For measurement purposes the end of the pipe in closed structures will be considered at the inside face of the wall, and in masonry headwalls it will be considered to be at least the face of the headwall.

801.7 Basis of Payment: The accepted quantities of pipe for sewers will be paid for at the contract unit price per linear meter, complete in place.

Payment for trench excavation and backfill to the established trench profile indicated on the plans will be consider incidental to pay items 801.17, 801.175, 803.134, 803.135 and 803.16. Rock excavation, will be paid for under Item 206.07 Structural Rock Excavation - STR ROCK EXC - DR & MINOR STR.

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Pavement shall be sawcut prior to excavation of the trench as specified in Section 202.

Backfilling of the trench shall be incidental to this item, including all necessary labor, equipment, and materials and other necessary items.

Surface restoration beyond the MDOT cut/fill limits shown on the Roadway Plan and Profile sheets shall be considered incidental to pay items 803.134 and 803.135.

Should the Contractor elect to utilize "drag boxes" during sewer line installation work, overcutting of the trench beyond the limits for excavation shown on the Typical Trench Details will be allowed to accommodate the boxes. However, no payment will be made for the excess excavation and backfill material beyond the dimensions as shown on the Typical Trench Detail.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
801.17	200 MM PVC SANITARY SEWER (SDR-35)	M
801.175	250 MM PVC SANITARY SEWER	M
803.134	100 MM SEWER LATERAL	M
803.135	150 MM SEWER LATERAL	M
803.16	1.2 M DIA. SEWER MANHOLE	EA

SPECIAL PROVISION
SECTION 802
WATER

WATER DISTRIBUTION PIPING

PART 1 - GENERAL

- 1.01 **DESCRIPTION OF WORK:** Water distribution piping includes:
- A. Supply and installation of all distribution piping as noted on the Drawings.
 - B. Location of existing utilities prior to construction.
 - C. Repair of water piping damaged during construction.
 - D. Supply and installation of all valves, and accessories.
 - E. Connection of new hydrants to the proposed water main and relocation of existing hydrants, as noted on the Drawings.
 - F. Flushing, testing and disinfection.
 - G. Protection of all temporary service lines.
- 1.02 **QUALITY ASSURANCE:**
- A. **Code Compliance:** Comply with State Plumbing Code and local plumbing codes where more stringent. Comply with Maine Department of Human Services, Division of Health Engineering rules.
 - B. **AWWA Standards:** Comply with requirements of Section 4 of AWWA C651, "Preventive Measures during Construction" for cleanliness.
 - C. **Testing:** CONTRACTOR shall pay for all flushing, pressure and leakage testing, and disinfection.
- 1.03 **SUBMITTALS:** Submit manufacturer's product data and installation instructions for each product specified for water service piping.

PART 2 - PRODUCTS

- 2.01 **PRESSURE PIPE:**
- A. **General:** Provide fittings and other required piping accessories of same type and class of material as conduit, or of material having equal or superior physical and chemical properties.

- B. Copper Tube: Type K conforming to ASTM B88, with compression fittings conforming to ANSI/AWWA C800 as manufactured by Mueller or approved equal.
- C. Ductile Iron Pipe: Push-on joints, AWWA C111, unless indicated otherwise, centrifugally cast bituminous-coated, double cement-lined (AWWA C104), seal-coated and manufactured in accordance with the latest revision of AWWA Standards C150 and C151. Pipe shall be Class 50 for 12" (300mm) and smaller piping unless indicated otherwise. Weight, class, manufacturer's mark, year of production, and "DI" or "Ductile" shall be cast or stamped on the pipe. Nominal laying length shall average no less than 18 ft. (5.5m) per pipe. Mechanical joint pipe shall utilize Grip Rings.
- D. Pipe Couplings: All couplings shall be solid sleeve MJ style.
- E. Pipe Fittings: Pipe fittings shall be Class 350 ductile iron and shall have mechanical joint ends conforming to ANSI/AWWA C153/A21.53, double cement lining and bituminous coating conforming to ANSI/AWWA C104/A21.4 or fusion bonded epoxy coat (6-8 mil nominal thickness) conforming to ANSI/AWWA C550 & C116/A21.16.

All fittings shall utilize Grip Ring joint restraints.

Fittings shall be manufactured by Tyler, Griffin, Union, U.S. Pipe, or approved equal.

- F. Repair Sleeves: Shall have single band of 304 stainless steel with Teflon coated 304 stainless steel bolts, nut, and sidebars. Gaskets shall be virgin SBR rubber compounded for water service and shall meet ASTM D2000-(AA415). Use of repair sleeves are not permitted on new pipe.

2.02 VALVES, FITTING, CLAMPS, ETC.:

- A. General: All products used in the construction that come in contact with drinking water shall meet the National Sanitation Foundation Standard 61 for Drinking Water System Components - Health Effects. The products and/or materials covered include, but are not limited to, protective materials (coatings, linings, liners, etc.), joining and sealing materials (solvent cements, welding materials, gaskets, etc.), and mechanical devices used in transmission/distribution systems, (valves, etc.).
- B. Valves: Valves shall be epoxy coated and supplied with mechanical joint accessories, high strength alloy steel bolts and heavy hexagon nuts conforming to ANSI/AWWA C111.A21.11.

Valve seal plate and bonnet shall have either all silicone bronze or 316 stainless steel bolts and nuts.

Gate Valve: Shall be 200 psi (1.38 Mpa) working pressure, non-rising stem, "O" ring, open right, mechanical joint, two-inch ductile iron operating nut with stainless steel bolt, resilient seated gate valve manufactured by American Flow Control Series 2500 or U.S. Metroseal Model 250. No substitutions shall be permitted. All gate valves shall be open right.

- C. Corporation Stops: 1-inch (25mm) shall be brass construction with inlet CC thread and compression pack joint on the outlet, heavy patterns, and conforming to AWWA/ANSI C800.

1 ½ -inch (38mm) and 2-inch (50mm) shall be brass with inlet iron pipe thread and compression pack joint on the outlet, heavy patterns, and conforming to AWWA/ANSI C800.

Brass body shall be ASTM B62 and ball mechanism shall be Teflon coated brass and provide a full port opening. Valve stem shall be provided with double Buna-N rubber O-rings.

Manufactured by Ford, A.Y. McDonald, Mueller, or approved equal.

- D. Curb Stop: Shall be brass, ball valve type, or approved equal with compression pack joints on either end and stainless steel rod. Open left, no drain, heavy patterns, and conforming to AWWA/ANSI C800.

Brass body shall be ASTM B62 and ball mechanism shall be Teflon coated brass and provide a full port opening. Valve stem shall be provided with double Buna-N rubber O-rings.

Manufactured by Ford, A.Y. McDonald, Mueller, or approved equal.

- E. Compression Couplings: Heavy brass walls meeting ASTM B62, 1/2" - 2" (12.5 mm – 50 mm) diameter. Manufactured by Ford, A.Y. McDonald, Mueller, or approved equal
- F. Valve Boxes: Shall be cast iron, manufactured in America, two piece, sliding type with a top flange valve box top section, no inside stops, and a minimum inside shaft diameter of five inches (127 mm). Bottom section shall be belled base and be a minimum length of 36"(915mm). Length of top section shall be minimum of 26 inches (660 mm). Middle and bottom section length as needed. Cover shall be a heavy 2" (50mm) drop type, non-tilting cast iron unit that is recessed in the box. The cover shall have two pick holes and shall have the word "WATER" clearly cast into the cover. Provide and install plastic gate box aligner in conjunction with valve box installation
- G. Service Boxes: Shall be 1" (25mm) I.D. black A-36 steel pipe and heavily coated with asphalt-base coal tar type corrosion resistor. Boxes shall be arch pattern style with 5.5' – 6.5' (1.68 m – 1.98 m) slide type adjustable riser. Cover shall be cast iron and have the word "WATER" integrally cast in. Cover shall be tapped with a 1" (25mm) rope thread with a solid brass plug with pentagon operating head. Service rod shall be 24" (610 mm) long, ½" (12.5 mm) diameter 304 stainless steel and provided with yoke integral to the rod.

2.03 ACCESSORIES:

- A. General: Provide anchorages for tees, plugs, and caps. After installation, apply a full coat of asphalt or other acceptable corrosion-retarding material to surfaces of rods and clamps.
- B. Clamps, Straps and Washers: Steel, meeting or exceeding all requirements of the latest revision of ANSI/ASTM A506.
- C. Rods: Stainless steel, meeting or exceeding all requirements of the latest revision of ANSI/ASTM A575.

- D. Rod Couplings: Malleable iron, meeting or exceeding all requirements of the latest revision of ANSI/ASTM A197.
- E. Cast Iron Washers: Meeting or exceeding all requirements of the latest revision of ANSI/ASTM A126, Class A.
- F. Thrust Blocks: Shall be 3000-psi (20.7 Mpa) concrete, size as shown on Drawings.
- G. Pipe Lubricant: Suitable for use in potable water supply.
- H. Trench Insulation: Shall be polystyrene foam insulation board equal to Styrofoam HI-60 brand as manufactured by the Dow Chemical Co. or approved equivalent. Average compressive strength shall equal 40 psi (0.28 Mpa) with minimum of 25 psi (0.17 MPa).

2.04 HYDRANTS:

- A. General: Hydrants shall be Waterous WB-67-250 or American Darling B50B. No substitutions will be permitted.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. General: Install products in compliance with manufacturer's instructions. Provide restrained joints and thrust blocks at all fittings as detailed on the Drawings. Install all pipes in the dry. Prevent introduction of any groundwater or foreign materials into pipe during construction. Provide watertight plug in ends of pipe at all times when construction is not in progress. Coordinate all work with the AQUA Maine Inc. CONTRACTOR shall coordinate connection of existing services to the new water main with AQUA Maine Inc.
- B. Excavation: In general, pipe is to be laid at a depth that would be equal to installing the pipe with a depth of cover of five and one half (5.5) feet (1.68 m). Where existing or proposed pipes, conduits, culverts, cables, wires, etc. interfere with laying at this depth, the water pipe shall be laid at greater depth to clear the obstruction by at least eighteen (18) inches (450mm), where practical. Excavation shall be kept free of water and special precautions shall be taken to prevent entry of water, mud or other foreign substances into the line. Temporary caps shall be installed over all openings at the end of each day, when the work is suspended for period of 30 minutes or more or whenever necessary to protect the work in progress. Pipes shall be carefully lowered into the excavation, be guided into proper position, and joined to the preceding length or fitting.

Material indicated on the Drawings, suitable excavated material (i.e. free of stones and capable of being properly compacted) or borrow shall be placed and tamped under and around the pipe, taking care to maintain equal depth on both sides and to prevent movement of the pipe from its proper alignment.

The CONTRACTOR shall note that in some areas underground sewer mains and services, storm drains, telephone or communications cables, gas lines, and other below-ground utilities may exist in close proximity to the work. Effort has been made to indicate on the plans the approximate location of such utilities but this information is not guaranteed either as to accuracy or completeness. It shall be the CONTRACTOR's responsibility to make a closer determination of the presence and location of all utilities known or suspected to be in close proximity to the work.

Excavation around other utilities, pipes, culverts, and similar installations shall be done with extreme care. It shall be the CONTRACTOR's responsibility to contact the OWNER/operator of each utility to be encountered and obtain information relative to location and depth before excavating in the area. The CONTRACTOR shall promptly notify the Utility OWNER concerned in the event of damage occurring during construction, whether caused by him or others.

In the event that underground utilities conflict with the location of the work, the CONTRACTOR shall promptly notify the ENGINEER and shall not disturb the conflicting utility until given specified instruction specifying the action to be taken.

- C. Preparation of Water Line Trench Bottom: Pipe shall be laid directly on trench bedding containing coupling holes and shaped to provide continuous contact for the pipe barrel between coupling holes.
- D. Bedding of Pipe: Buried ductile iron pipe shall be laid in accordance with AWWA C600 at the depth shown on the Drawings. At bell ends, holes shall be provided so that pipe lays flat on trench bedding. Refer to trench detail on Drawings.
- E. Connection to Existing Water Main: The CONTRACTOR shall coordinate all connections with existing live mains with Aqua Maine Inc. The CONTRACTOR shall provide all materials, including mechanical joint accessories, valve boxes, and other items necessary to make all joints watertight and provide complete and effective connections to existing water mains.
- F. Cleaning: Clear interior of pipe of dirt and other superfluous material as work progresses. Place plugs in end of uncompleted pipe whenever work stops.
- G. Coordinate connections to existing water mains with Aqua Maine. Provide 48 hours notice prior to such work. The CONTRACTOR is responsible for the cost and all work associated with connection to existing mains unless otherwise noted.

3.02 TESTING: Pressure and Leakage Testing.

- A. CONTRACTOR to provide all labor, equipment, material, gauges, pumps, etc. to test for leaks in accordance with AWWA Standard C600 as follows:
 - 1. Test newly laid pipe and valved sections at hydrostatic pressure of 150 pounds per square inch (1.0 MPa).

- a. Test pressure: System shall be tested at a hydrostatic test pressure of one-hundred fifty (150) pounds per square inch (1.0 Mpa).
 - b. Test pressure: Not to exceed pipe or thrust restraint design pressures.
 - c. Test duration: 2 hours, minimum.
 - d. Pressure variation tolerance: less than +5 psi (34.5 Kpa).
 - e. Test pressure not to exceed valve or hydrant pressure ratings on sections including closed valves or hydrants.
2. Pressurization of Pipe:
- a. Fill each valved pipe section slowly with water at specified test pressure.
 - b. Apply by means of pump or other approved method.
3. Air Removal:
- a. Expel all air from pipe, valves, and hydrants before applying test pressure.
 - b. Install corporation stops at high point to vent air if no release valves available.
 - c. After air removal close stops and apply test pressure.
 - d. After test, remove stops and plug holes or leave stops in place permanently if directed by ENGINEER.
4. Examination:
- a. Examine exposed pipe, fittings, valves, hydrants, and joints during test.
 - b. Repair or replace defective appurtenances discovered during test.
5. Leakage Test:
- a. Leakage: Quantity of water supplied to pipe test section to maintain pressure within +5 psi.
 - b. Leakage shall not exceed the following limits:

$$L = \frac{SD\sqrt{P}}{133,200} \text{ (English)}$$

L = allowable leakage, in gallons per hour (gph)

S = length of pipe tested in feet

D = nominal pipe diameter, in inches

P = average pressure during test, in pounds per square inch (gauge)

- c. When testing against closed metal-seated valves, an additional leakage per closed valve of 0.0078 gph/inch (.0295 lph/25mm) of nominal valve size shall be allowed.
- d. Repair visible leaks regardless of leakage amount.
- e. If failing leakage tests:
 1. Locate and correct leak.
 2. Repeat leakage test until passing test attained.

- B. OWNER to perform operational testing of valves by opening and closing under water pressure to insure proper operation.

3.03 DISINFECTION:

- A. Disinfection Method: Disinfection shall be done by CONTRACTOR using continuous feed method of chlorination. Concentration shall be maintained at a minimum of 50 mg/l available chlorine. Section of pipe to be isolated for existing water mains to prevent treatment dosage from flowing back into line supplying water. Chlorinated water shall remain in main for at least 24 hours. At the end of the 24-hour period, the treated water shall contain no less than 25 mg/l of available chlorine. At the end of the retention period, the chlorination water shall be flushed from the main until chlorine in the water leaving the main is less than 1 mg/l. Dechlorination of disinfected water shall be required. Once CONTRACTOR has flushed line the ENGINEER will take a sample for testing. Testing to be done at State certified laboratory. CONTRACTOR shall pay for all testing. CONTRACTOR to dispose of all water flushed from mains in accordance with applicable laws and regulations.
- B. Provide injection tap at one end of the new line and a sampling/flushing tap at the other end. Take two samples (one at 24 hours and a second at 48 hours) as described in AWWA C651.
- C. Equipment: Provide water pumps with adequate metering devices. Provide chlorine injection pumps or chlorinators that allow accurate measurement of chlorine being introduced to water service.

3.04 DECHLORINATION:

Chlorine residual of water being disposed shall be neutralized by treating with one of the chemicals listed in the table below.

Amounts of Chemicals Required to Neutralize
Various Residual Chlorine Concentrations
In 100,000 Gallons (378,540 Liters) of Water*

Residual Chlorine Concentration (mg/l)	Sulfur Dioxide	Sodium Bisulfate	Sodium Sulfate	Sodium Trisulfate
1	0.8 (0.36)	1.2 (0.54)	1.4 (0.64)	1.2 (0.54)
2	1.7 (0.77)	2.5 (1.13)	2.9 (1.32)	2.4 (1.09)
10	8.3 (3.76)	12.5 (5.6)	14.6 (6.62)	12.0 (5.44)
50	41.7(18.91)	62.6 (28.39)	73.0 (33.11)	60.0 (27.22)

*Except for residual chlorine concentration, all amounts are in pounds (Kg).

3.05 FLUSHING:

- A. General: At completion of water service installation, flush and disinfect in conformance with AWWA C651. Prevent contaminated or highly chlorinated water from entering new or previously disinfected mains.

- B. Flushing and Draining: Flush using water from existing main. CONTRACTOR shall coordinate with OWNER to obtain all water required. Provide a minimum flushing velocity within the pipe of 2.5 feet (0.76 m) per second. CONTRACTOR to dispose of all water flushed from mains in accordance with applicable laws and regulations.

*** END OF SECTION ***

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. Scope: This section describes the measurement and payment for the work to be completed under each item in the Bid. The descriptions may not reference all of the associated work. Work specified but not specifically designated as a Bid item is considered incidental to all Bid items. Final quantities of each item shall reflect the actual units of each item installed.

1.02 DESCRIPTION OF PAY ITEMS:

A. Item 206.07 – STR ROCK EXC - DR & MINOR STR

1. Payment: Unit price per cubic meter as stated in the Bid.
2. Measurement: Measurement in place prior to excavation within pay limits shown on the Drawings and as specified within the trench pay limits.
3. Includes: Drilling and blasting, excavation, removal and disposal of rock and boulders of greater than two (2) cubic meters and replacement as necessary with suitable backfill material as directed by the ENGINEER
4. Schedule of Payment: Removal and replacement - 100%.

B. Item 653.24 – 50 MM POLY PLASTIC INSULATION

1. Payment: Unit price per square meter as stated in the Bid. Unit price is for 1.2 meter by 50mm thick insulation.
2. Measurement: Measured in place as shown on the Drawings or as directed by the ENGINEER.
3. Includes: Insulation over pipe as shown on the Drawings or as directed by the ENGINEER in the field.
4. Schedule of Payment: Installation – 100%.

C. Item 822.3211 – 100mm Ductile Iron Pipe

1. Payment: Unit price as stated in the Bid.
2. Measurement: As measured along the horizontal projection of the centerline of the pipe.

3. Includes: Excavation, shoring and bracing, dewatering, bedding, backfill, pipe, fittings, thrust blocks, and all other materials and labor required to provide a complete installation not specified elsewhere.
4. Schedule of Payment: Installation and backfill – 75%, Successful testing and disinfection by CONTRACTOR – 25%.

D. Item 822.3221 – 150mm Ductile Iron Pipe

1. Payment: Unit price per linear meter as stated in the Bid.
2. Measurement: As measured along the horizontal projection of the centerline of the pipe.
3. Includes: Includes: Excavation, shoring and bracing, dewatering, bedding, backfill, pipe, fittings, thrust blocks, and all other materials and labor required to provide a complete installation not specified elsewhere.
4. Schedule of Payment: Installation and backfill – 75%, Successful testing and disinfection by CONTRACTOR – 25%.

E. Item 822.3411– 200mm Ductile Iron Pipe

1. Payment: Unit price linear meter as stated in the Bid.
2. Measurement: As measured along the horizontal projection of the centerline of the pipe.
3. Includes: Excavation, shoring and bracing, dewatering, bedding, backfill, pipe, fittings, thrust blocks, and all other materials and labor required to provide a complete installation not specified elsewhere.
4. Schedule of Payment: Installation and backfill – 75%, Successful testing and disinfection by CONTRACTOR – 25%.

F. Item 822.3611 – 300mm Ductile Iron Pipe

1. Payment: Unit price per linear meter as stated in the Bid.
2. Measurement: As measured along the horizontal projection of the centerline of the pipe.
3. Includes: Excavation, shoring and bracing, dewatering, bedding, backfill, pipe, fittings, thrust blocks, and all other materials and labor required to provide a complete installation not specified elsewhere.
4. Schedule of Payment: Installation and backfill – 75%, Successful testing and disinfection by CONTRACTOR – 25%.

G. Item 823.311 –300mm gate Valve and Box

1. Payment: Unit price per each as stated in the Bid.
2. Measurement: Measured per each unit installed.
3. Includes: Valve, box aligner, valve box, and all other materials and labor required to provide a complete installation as specified and shown on the Drawings.
4. Schedule of Payment: Installation - 75%; Testing - 25%.

H. Item 823.3251 –200mm gate Valve and Box

1. Payment: Unit price per each as stated in the Bid.
2. Measurement: Measured per each unit installed.
3. Includes: Valve, box aligner, valve box, and all other materials and labor required to provide a complete installation as specified and shown on the Drawings.
4. Schedule of Payment: Installation - 75%; Testing - 25%.

I. Item 823.3351 –100mm gate Valve and Box

1. Payment: Unit price per each as stated in the Bid.
2. Measurement: Measured per each unit installed.
3. Includes: Valve, box aligner, valve box, and all other materials and labor required to provide a complete installation as specified and shown on the Drawings.
5. Schedule of Payment: Installation - 75%; Testing - 25%.

J. Items 823.34 – Blow Off Valve Assembly

1. Payment: Unit price as stated in the Bid.
2. Measurement: Measured per each unit installed
3. Includes: All labor required to provide new air release assemblies at locations as shown on the Drawings or determined in the field. Earth work and materials, Aggregate base, testing, and all other materials and labor required to provide a complete installation as specified and shown on the Drawings.
4. Schedule of Payment: Installation – 100%.

K. Item 824.30 – Fire Hydrant

1. Payment: Unit price as stated in the Bid.
2. Measurement: Measured per each unit installed.
3. Includes: All labor required to provide new hydrant and connections at locations as shown on the Drawings or determined in the field. All fittings, pipe, hydrant tee, 6” gate valve, valve box, thrust blocks, accessories, earthwork and materials, and all other materials and labor required as specified and shown on the Drawings.
4. Schedule of Payment: Installation – 100%.

L. Item 824.32 – Remove and Reset Hydrant

1. Payment: Unit price as stated in the Bid.
2. Measurement: Measured per each unit installed.
3. Includes: All labor required to provide a relocation of an existing hydrant as specified and shown on the Drawings. All fittings, pipe, thrust blocks, accessories, earthwork and materials, and all other materials and labor required to provide a complete hydrant assembly installation as specified and shown on the Drawings.
4. Schedule of Payment: Installation - 75%; Testing - 25%.

M. Items 825.42 – Provide 50mm Type K Copper Water Services

1. Payment: Unit price per linear meter as stated in the Bid.
2. Measurement: As measured in place along the horizontal centerline of the water service from centerline of 300mm water main to existing water service or to the road right of way as shown on the Drawings.
3. Includes: Providing water service pipe, fittings, corporations, curb stop, curb box, earthwork and materials, surface restoration beyond the MDOT cut/fill limits shown on the Roadway Plan and Profile sheets, backfill, shoring and bracing, dewatering and appurtenances for 50mm copper service lines as specified and as shown on the Drawings or as directed by ENGINEER.
4. Schedule of Payment: Installation – 75%, testing – 25%.

N. Items 825.43 – Provide 25mm Type K Copper Water Services

1. Payment: Unit price per linear meter as stated in the Bid.
2. Measurement: As measured in place along the horizontal centerline of the water service

- from centerline of 300mm water main to existing water service or to the road right of way as shown on the Drawings.
3. Includes: Providing water service pipe, fittings, corporations, curb stop, curb box, earthwork and materials, surface restoration beyond the MDOT cut/fill limits shown on the Roadway Plan and Profile sheets, backfill, shoring and bracing, dewatering and appurtenances for 25mm copper service lines as specified and as shown on the Drawings or as directed by ENGINEER.
 4. Schedule of Payment: Installation – 75%, testing – 25%.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION

- 3.01 GENERAL: Notify ENGINEER when necessary measurements must be taken. Notify in advance. Do not proceed until measurements have been taken.

*** END OF SECTION ***

SPECIAL PROVISION
Section 890

Location	Length Mi.	Length Ft.	Width	Squard Yds	Tons – ½” Shim	Tons 1 ¾” C
Mt. Battie Road	1.54	8,131	26	23,490	646	2,261
Campground Road	0.16	845	18	1,690	46	163
Lower Lot West	0.01	53	14	82	2	8
Day Use	0.91	4,805	14	7,474	206	719
				<hr/>	<hr/>	<hr/>
				32,736	900	3,151
Metric Tons					800	2,900

<u>Pay Item</u>	<u>Unit</u>
890.01 Special Work #1 – State Park Overlay	LS

Permits & Cultural Resources Unit

PIN #: 1869.10

Location: Camden

Permit Member: Ben Condon Photographs ☐

Database/Projex ☒

Package to ENV Coordinator: 7/9/02

☒ HISTORIC AND CULTURAL RESOURCES

MHPC Historic Resources	N/A <input type="checkbox"/>	Applicable <input checked="" type="checkbox"/>	Approved <input checked="" type="checkbox"/>
MHPC Archeological Resources	N/A <input type="checkbox"/>	Applicable <input checked="" type="checkbox"/>	Approved <input checked="" type="checkbox"/>
Advisory Council on Hist Preservation	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>
NPS Recordation	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>
State Recordation	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>

☒ 4(f) and 6(f)

Section 4(f)	N/A <input type="checkbox"/>	Applicable <input checked="" type="checkbox"/>	Approved <input checked="" type="checkbox"/>
LAWCON 6(f)	N/A <input type="checkbox"/>	Applicable <input checked="" type="checkbox"/>	Approved <input checked="" type="checkbox"/>

☒ Maine Department of Environmental Protection (MDEP) Site Location of Development

N/A ☒ Applicable ☐ Approved ☐

☒ Local Zoning, Title 30-A, Section 4325-6.

Is the project something other than the highway and bridge system, such as a maintenance lot, building/parking facility? Yes ☐ No ☒ If no, the project is exempt.

If yes, continue. Does the town in which the project is located have a comprehensive plan consistent with the Growth Management Program? Yes ☐ No ☐ If no, the project is exempt.

If yes, local zoning ordinances and/or permits are needed. Approved ☐

☒ Maine Department of Inland Fisheries and Wildlife (MDIFW) Essential Habitat

Eagle Nest	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>
Piping Plover	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>
Roseate Tern	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>

☒ United States Fish and Wildlife Service (USFWS), Migratory Bird Act

N/A ☒ Applicable ☐

☒ Maine Department of Conservation/ Public Lands, Submerged Land Lease

N/A ☒ Applicable ☐

☒ Environmental Protection Agency (EPA), National Pollutant Discharge Elimination System (NPDES)

N/A ☒ Applicable ☐ NOI Submitted ☐

☒ Land Use Regulation Commission (LURC) ☒ Not Applicable

No permit	<input type="checkbox"/>	
Notice	<input type="checkbox"/>	Approved <input type="checkbox"/>
Permit	<input type="checkbox"/>	Approved <input type="checkbox"/>

☒ Maine Department of Environmental Protection (MDEP), Natural Resource Protection Act

No permit required	<input type="checkbox"/>	
Exempt	<input type="checkbox"/>	(Must use erosion and sediment control and not block fish passage.)
PBR	<input checked="" type="checkbox"/>	Approved <input checked="" type="checkbox"/>
Tier 1	<input type="checkbox"/>	Approved <input type="checkbox"/>
Tier 2	<input type="checkbox"/>	Approved <input type="checkbox"/>
Tier 3	<input type="checkbox"/>	Approved <input type="checkbox"/>

☐ Army Corps of Engineers (ACOE), Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.

No permit required	<input type="checkbox"/>	
Category 1-NR	<input type="checkbox"/>	Approved <input type="checkbox"/>
Category 2	<input checked="" type="checkbox"/>	Approved <input checked="" type="checkbox"/>
Category 3	<input type="checkbox"/>	Approved <input type="checkbox"/>

☒ IN-WATER TIMING RESTRICTIONS: 105 Special Provision ☒ n/a ☐

Dates instream work is allowed: 7/1 through 9/30

☒ Special Provision 656, Erosion Control Plan

* Boxes marked in red indicate items that are attached and need to be placed in the contract by the Project Manager.

DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP)
PERMIT BY RULE NOTIFICATION FORM
(For use with DEP Regulation, Chapter 305)

■ MDOT PIN: 1869.10

Name of Applicant: State of Maine Department of Transportation Name of Contact: David Gardner
Mailing Address: 16 Station State House Town/City: Augusta State: Me. Zip Code: 04330-0016
Daytime Telephone #: (207)-287-5735 Name of Wetland, Water Body or Stream: 3 Unnamed Streams

Detailed Directions to Site: Project is located on Route 1 beginning at the intersection with Route 52 extending north 1.76 miles.

Town/City: Camden Map #: N/A Lot #: N/A County: Knox

Description of Project: Project consists of reclaiming the travelway, reconstructing the shoulders, reconstructing the existing sidewalk and extending the sidewalk to the state park. This work includes drainage improvements, upgrading guardrail and culvert rehabilitation & replacements. The project will be performed in accordance with erosion control measures conforming with the latest versions of the *State of Maine Department of Transportation Standard Specifications for Highways and Bridges* and the *Department of Transportation's Best Management Practices for Erosion and Sediment Control*.

Part of a larger project? ☐ Yes ☒ No

(CHECK ONE) This project... ☒ does ☐ does not ...involve work below mean low water.

I am filing notice of my intent to carry out work which meets the requirements for Permit By Rule (PBR) under DEP Regulation, Chapter 305. I have a copy of PBR Sections checked below. I have read and will comply with all of the standards.

- | | | |
|---|---|---|
| <input type="checkbox"/> Sec. (2) Soil Disturbance | <input type="checkbox"/> Sec. (8) Shoreline stabilization | <input type="checkbox"/> Sec. (14) Piers, Wharves & Pilings |
| <input type="checkbox"/> Sec. (3) Intake Pipes | <input type="checkbox"/> Sec. (9) Utility Crossing | <input type="checkbox"/> Sec. (15) Public Boat Ramps |
| <input type="checkbox"/> Sec. (4) Replacement of Structures | <input type="checkbox"/> Sec. (10) Stream Crossing | <input type="checkbox"/> Sec. (16) Coastal Sand Dune Projects |
| <input type="checkbox"/> Sec. (5) REPEALED | <input checked="" type="checkbox"/> Sec. (11) State Transport. Facilities | <input type="checkbox"/> Sec. (17) Transfers/Permit Extension |
| <input type="checkbox"/> Sec. (6) Movement of Rocks or Vegetation | <input type="checkbox"/> Sec. (12) Restoration of Natural Areas | <input type="checkbox"/> Sec. (18) Maintenance Dredging |
| <input type="checkbox"/> Sec. (7) Outfall Pipes | <input type="checkbox"/> Sec. (13) F&W Creation/Enhance/Water Quality Improvement | |

I authorize staff of the Departments of Environmental Protection, Inland Fisheries & Wildlife, and Marine Resources to access the project site for the purpose of determining compliance with the rules. I also understand that **this permit is not valid until approved by the Department or 14 days after receipt by the Department, whichever is less.**

I have attached all of the following required submittals. **NOTIFICATION FORMS CANNOT BE ACCEPTED WITHOUT THE NECESSARY ATTACHMENTS:**

- A \$50 (non-refundable) payment shall be done by internal billing.
- Attach a U.S.G.S. topo map or Maine Atlas & Gazetteer map with the project site clearly marked.
- ☐ Attach photographs showing existing site conditions (unless not required under standards).

Signature of Applicant: _____

John E. Dority, Chief Engineer

Date: _____

05/10/02

Keep the bottom copy as a record of permit. Send the form with attachments via certified mail to the Maine Dept. of Environmental Protection **at the appropriate regional office listed below.** The DEP will send a copy to the Town Office as evidence of the DEP's receipt of notification. No further authorization by DEP will be issued after receipt of notice. Permits are valid for two years. **Work carried out in violation of any standard is subject to enforcement action.**

AUGUSTA DEP STATE HOUSE STATION 17 AUGUSTA, ME 04333-0017 (207)287-2111 PORTLAND DEP
312 CANCO ROAD PORTLAND, ME 04103 (207)822-6300 BANGOR DEP 106 HOGAN ROAD BANGOR, ME
04401 (207)941-4570 PRESQUE ISLE DEP 1235 CENTRAL DRIVE PRESQUE ISLE, ME 04769 (207)764-0477

OFFICE USE ONLY
PBR # FP

Ck.#

Date

Staff

Acc. Date

Staff

Def. Date

After Photos

Chapter 305: PERMIT BY RULE Section 11
State Transportation Facilities

- 1. Introduction.** A "permit by rule" or "PBR", when approved by the Department of Environmental Protection (DEP), is an approval for an activity that requires a permit under the Natural Resources Protection Act (NRPA). Only those activities described in this chapter may proceed under the PBR process. A PBR activity will not significantly affect the environment if carried out in accordance with this chapter, and generally has less of an impact on the environment than an activity requiring an individual permit. A PBR satisfies the Natural Resources Protection Act (NRPA) permit requirement and Water Quality Certification requirement.

If a proposed activity is not described in this chapter, or will not be conducted in accordance with the standards of this chapter, the applicant must obtain an individual permit prior to beginning the activity.

- A. Location of activity.** The location of an activity may affect whether an activity qualifies for PBR, and whether review by the Department of Inland Fisheries and Wildlife is required.

- (1) Type of resource. For some types of activities, the availability of a PBR is affected by the type of natural resource in or adjacent to which the activity is proposed. For example, an applicant proposing an activity consisting of "Movement of rocks or vegetation" may receive a PBR only if the activity will take place in a great pond, river, stream or brook. Limitations concerning the location of activities are addressed in the "Applicability" provision in each section of this chapter.
- (2) Essential habitat. Essential habitats include areas critical to the survival of threatened and endangered species such as the bald eagle, least tern, roseate tern, and piping plover. If the activity is located in essential habitat, such as near an eagle nesting site, a PBR is only available if the applicant obtains written approval from the Department of Inland Fisheries and Wildlife (IF&W). This approval from IF&W must be submitted to the DEP with the PBR notification form, and the applicant must follow any conditions stated in the IF&W approval.

NOTE: Maps showing areas of essential habitat are available from the Department of Inland Fisheries and Wildlife regional headquarters, municipal offices, the Land Use Regulation Commission (for unorganized territories) and DEP regional offices. If the activity is located in essential habitat, IF&W must be contacted to request and obtain a "certification of review and approval".

- B. Notification.** The applicant must file notice of the activity with the DEP prior to beginning work on the activity. The notification must be on a form provided by the DEP and must include any submissions required in this chapter. The applicant must keep a copy to serve as the permit.

The notification form must be sent to the DEP by certified mail (return receipt requested), or hand delivered to the DEP and date stamped by the department.

C. Effective period

- (1) Beginning of period. The PBR becomes effective 14 calendar days after the DEP receives the notification form, unless the DEP approves or denies the PBR prior to that date. If the DEP does not speak with or write to the applicant within this 14 day period regarding the PBR notification, the applicant may proceed to carry out the activity.

There are three exceptions regarding the effective date of an approved PBR:

- (a) Activities listed in Section 10 (Stream crossings) occurring in association with forest management are exempt from the 14 day waiting period.
- (b) Activities listed in Section 2 (Soil disturbance) and Section 10 (Stream crossings) performed or supervised by individuals currently certified in erosion control practices by the DEP are exempt from the 14 day waiting period. To be certified in erosion control practices, an individual must successfully complete all course requirements of the Voluntary Contractor Certification Program administered by the DEP's Nonpoint Source Training and Resource Center.
- (c) Activities that are part of a larger project requiring a permit under the Site Location of Development or the Storm Water Management Acts may not proceed until any required permit under those laws is obtained.

NOTE: Activities that are part of a larger project may require other permits from the DEP also. These other laws may prohibit the start of construction of any part of the project unless a permit under that law is obtained. In these cases, while not a violation of this rule, starting work on a PBR approved activity would be a violation of those other applicable laws.

- (2) End of period. The PBR is generally effective for 2 years from the date of approval, except that a PBR for "Replacement of structures" under Section 4 is effective for 3 years.

NOTE: Activities that qualify under this chapter may need to meet other local, state and federal requirements. Examples -- (1) If an activity extends below the low water line of a lake, coastal wetland or international boundary water, the applicant should contact the Bureau of Parks and Lands (287-3061) concerning possible lease or easement requirements, or (2) If an activity will involve work below the mean high water line in navigable waters of the United States, the applicant should contact the Army Corps of Engineers (623-8367).

D. Discretionary authority. Notwithstanding compliance with the PBR applicability requirements and standards set forth in this chapter, the DEP may require an individual permit application to be filed in any case where credible evidence indicates that the activity:

- (1) May violate the standards of the NRPA (38 M.R.S.A. Section 480-D);
- (2) Could lead to significant environmental impacts, including cumulative impacts; or
- (3) Could adversely impact a resource of special concern.

If an individual permit is required pursuant to this subsection, the DEP shall notify the applicant in writing within the 14 calendar day waiting period described in sub-section (C) above. When the DEP notifies an applicant that an individual permit is required, no work may be conducted unless and until the individual permit is obtained.

E. Violations. A violation of law occurs when a person, or his or her agent, performs or causes to be performed any activity subject to the NRPA without first obtaining a permit from the DEP, or acts contrary to the provisions of a permit. The person, his or her agent, or both, may be held responsible for the violation. Commonly, the "person" is the landowner, and the "agent" is the contractor carrying out the activity. A violation occurs when:

- (1) An activity occurs that is not allowed under PBR, whether or not a PBR notification form has been filed with and/or approved by the DEP;
- (2) An activity occurs that is allowed under PBR, but a PBR for the activity has not become effective prior to the beginning of the activity; or
- (3) An activity occurs that is allowed under PBR and a PBR for the activity is in effect, but the standards specified in this chapter are not met.

See the "applicability" provision under each activity for rules concerning what activities are allowed under PBR. A PBR is only valid for the person listed on the notification form, or for his or her agent.

Each day that a violation occurs or continues is considered a separate offense. Violations are subject to criminal penalties and civil penalties of not less than \$100 nor more than \$10,000 for each day of that violation (38 M.R.S.A. Section 349).

NOTE: A local Code Enforcement Officer (CEO) may take enforcement action for a violation of the Natural Resources Protection Act if he or she is authorized to represent a municipality in District Court, and he or she has been certified as familiar with court procedures, 30-A M.R.S.A. Section 4452(7).

Chapter 305 Section 11**State transportation facilities****A. Applicability**

- (1) This section applies to the maintenance, repair, reconstruction, rehabilitation, replacement or minor construction of a State Transportation Facility carried out by, or under the authority of, the Maine Department of Transportation or the Maine Turnpike Authority, including any testing or preconstruction engineering, and associated technical support services.
- (2) This section does not apply to an activity within a coastal sand dune system.

NOTE: The construction of a transportation facility other than roads and associated facilities may be subject to the Storm Water Management Law, 38 M.R.S.A. Section 420-D.

B. Standards

- (1) Photographs of the area to be altered by the activity must be taken before work on the site begins. The photographs must be kept on file and be made available at the request of the DEP.
- (2) The activity must be reviewed by the Department of Inland Fisheries and Wildlife, the Department of Marine Resources, the Atlantic Salmon Authority, and the DEP's Division of Environmental Assessment prior to the notification being filed with the DEP. The activity must be performed according to any recommendations from these authorities.
- (3) The activity must be performed in accordance with erosion control measures conforming with the State of Maine Department of Transportation Standard Specifications for Highways and Bridges Revision of April 1995 and with the Department of Transportation's Best Management Practices for Erosion and Sediment Control, September 1997.

NOTE: Guidance on the use of erosion control best management practices can be obtained from the on site Construction Manager.

- (4) Alignment changes may not exceed a distance of 200 feet between the old and new center lines in any natural resource.
- (5) The activity may not alter more than 300 feet of shoreline (both shores added together) within a mile stretch of any river, stream or brook, including any bridge width or length of culvert.
- (6) The activity may not alter more than 150 feet of shoreline (both shores added together) within a mile stretch of any outstanding river segment identified in 38 M.R.S.A. 480-P, including any bridge width or length of culvert.
- (7) The activity must minimize wetland intrusion. The activity is exempt from the provisions of Chapter 310, the Wetland Protection Rules, if the activity alters less than 15,000 square feet

of natural resources per mile of roadway (centerline measurement) provided that the following impacts are not exceeded within the 15,000 square foot area:

- (a) 1,000 square feet of coastal wetland consisting of salt tolerant vegetation or shellfish habitat; or
- (b) 5,000 square feet of coastal wetland not containing salt tolerant vegetation or shellfish habitat; or
- (c) 1,000 square feet of a great pond.

All other activities must be performed in compliance with all sections of Chapter 310, the Wetland Protection Rules, except 310.2(C), 5(A), 9(1), 9(B) and 9(C).

- (8) The activity may not permanently block any fish passage in any watercourse containing fish. The applicant must improve passage beyond what restriction may already exist unless the Department of Inland Fisheries and Wildlife, the Department of Marine Resources, the Atlantic Salmon Authority and the DEP's Division of Environmental Assessment concur that the improvement is not necessary.
- (9) Rocks may not be removed from below the normal high water line of any coastal wetland, freshwater wetland, great pond, river, stream or brook except to the minimum extent necessary for completion of work within the limits of construction.
- (10) If work is performed in a river, stream or brook that is less than three feet deep at the time and location of the activity, with the exception of culvert installation, the applicant must divert flow away from the activity while work is in progress.
 - (a) Diversion may be accomplished by the use of stable, inert material. No more than two thirds (2/3) of stream width may be diverted at one time.
 - (b) Any material used to divert water flow must be completely removed upon completion of the activity, and the stream bottom must be restored to its original condition.
 - (c) A pump may be operated, where necessary, for a temporary diversion. The pump outlet must be located and operated such that erosion or the discharge of sediment to the water is prevented.

NOTE: Guidance on the appropriate location of a diversion and materials which should be used for a stream diversion can be obtained from the on site Construction Manager.

- (11) Wheeled or tracked equipment may not operate in the water. Equipment operating on the shore may reach into the water with a bucket or similar extension. Equipment may cross streams on rock, gravel or ledge bottom.
- (12) All wheeled or tracked equipment that must travel or work in a vegetated wetland area must travel and work on mats or platforms.

- (13) Any debris or excavated material must be stockpiled either outside the wetland or on mats or platforms. Hay bales or silt fence must be used, where necessary, to prevent sedimentation. Any debris generated during the activity must be prevented from washing downstream and must be removed from the wetland or water body. Disposal of debris must be in conformance with the Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A. Section 1301 et seq.
- (14) Work below the normal high water line of a great pond, river, stream or brook must be done at low water except for emergency work or work agreed to by the resource agencies listed in paragraph 2 above. Measures, such as a silt boom or staked fencing, must be employed to reduce and isolate turbidity.
- (15) Perimeter controls must be installed before the work starts. Disturbance of natural resources beyond the construction limits shown on the plans is not allowed under this rule.

NOTE: Guidance on the location of construction limits can be obtained from the on site Construction Manager.

- (16) The use of untreated lumber is preferred. Lumber pressure treated with chromated copper arsenate (CCA) may be used, provided it is cured on dry land in a manner that exposes all surfaces to the air for a period of at least 21 days prior to construction. Wood treated with creosote or pentachlorophenol may not be used where it will contact water.
- (17) A temporary road for equipment access must be constructed of crushed stone, blasted ledge, or similar materials that will not cause sedimentation or restrict fish passage. Such roads must be completely removed at the completion of the activity. In addition, any such temporary roads which are in rivers, streams or brooks, must allow for a passage of stormwater flows associated with a 10-year storm.
- (18) Soil may not be disturbed during any period when soils are saturated due to rain or snow melt, except as necessary to protect work in progress or as required for bridge maintenance activities. Areas where soils are saturated (i.e. water drips from the soil when squeezed by hand, or the soil is capable of being rolled into a rod 1/8th inch in diameter that does not crumble) must be immediately mulched if they are disturbed.
- (19) Disturbed soil must be protected within one week from the time it was last actively worked, and prior to any storm event, using temporary or permanent measures such as the placement of riprap, sod, mulch, erosion control blankets, or other comparable measures.
- (20) Hay bale or straw mulch, where used, must be applied at a rate of at least one bale per 500 square feet (1 to 2 tons per acre).
- (21) If mulch is likely to be moved because of steep slopes or wind exposure, it must be anchored with netting, peg and twine, binder or other suitable method and must be maintained until a catch of vegetation is established over the entire disturbed area.
- (22) In addition to the placement of riprap, sod, erosion control blankets or mulch, additional steps must be taken where necessary to prevent sedimentation of the water. Evidence of sedimentation includes visible sheet, rill or gully erosion, discoloration of water by

suspended particles and/or slumping of banks. Silt fences, staked hay bales and other sedimentation control measures, where planned for, must be in place prior to the commencement of an activity, but must also be installed whenever necessary to prevent erosion and sedimentation.

NOTE: Guidance on the location and proper installation of erosion control measures can be obtained from the on site Construction Manager.

- (23) Temporary erosion control measures must be maintained and inspected weekly until the site is permanently stabilized with vegetation or other permanent control measures. Erosion control measures must also be inspected immediately prior to and following storms.
- (24) Permanent erosion control measures protecting all disturbed areas must be implemented within 30 days from the time the areas were last actively worked, or for fall and winter activities by the following June 15, except where precluded by the type of activity (e.g. riprap, road surfaces, etc.). The permanent erosion control measures must be maintained.
- (25) The applicant shall immediately take appropriate measures to prevent erosion or sedimentation from occurring or to correct any existing problems, regardless of the time of year.
- (26) Non-native species may not be planted in restored areas.
- (27) Disposal of debris must be in conformance with Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A. Sections 1301 et seq.
- (28) Disturbance of vegetation must be avoided, if possible. Where vegetation is disturbed outside of the area covered by any road or structure construction, it must be reestablished immediately upon completion of the activity and must be maintained.
- (29) A vegetated area at least 25 feet wide must be established and maintained between any new stormwater outfall structure and the high water line of any open water body. A velocity reducing structure must be constructed at the outlet of the stormwater outfall that will create sheet flow of stormwater, and prevent erosion of soil within the vegetated buffer. If the 25 foot vegetated buffer is not practicable, the applicant must explain the reason for a lesser setback in writing. Approval from the DEP must be in writing and any recommendations must be incorporated into the activity.

C. Definitions. The following terms, as used in this chapter, have the following meanings, unless the context indicates otherwise:

- (1) Diversion. A rerouting of a river, stream or brook to a location outside of its established channel.
- (2) Fill. a. (verb) To put into or upon, supply to, or allow to enter a water body or wetland any earth, rock, gravel, sand, silt, clay, peat, or debris; b. (noun) Material, other than structures, placed in or immediately adjacent to a wetland or water body.

- (3) Floodplain wetlands. Freshwater wetlands that are inundated with flood water during a 100-year flood event based on flood insurance maps produced by the Federal Emergency Agency or other site specific information.
- (4) Riprap. Rocks that are fit into place, usually without mortar, on a slope as defined in the State of Maine, Department of Transportation, Standard Specifications for Highway and Bridges, revision of April 1995.



DEPARTMENT OF THE ARMY
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS
696 VIRGINIA ROAD
CONCORD, MASSACHUSETTS 01742-2751

REPLY TO:
ATTENTION OF:

DEPARTMENT OF THE ARMY PROGRAMMATIC GENERAL PERMIT
STATE OF MAINE, SUMMARY OF SCREENING AND STATUS

OFFICE OF ENVIRON. SERVICES
MAINE DEPT. OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333

CORPS PERMIT # 200101484
CORPS PGP ID# 01-249
STATE ID# PBR

DESCRIPTION OF WORK AS ON ATTACHED STATE APPN:

Place fill below the ordinary high water line of 3 unnamed streams and in freshwater wetlands at Camden, Maine in conjunction with the reconstruction of a 1.76 mile section of Route 1. Approximately 0.1 acres of stream bottom and wetland will be impacted by the project. DOT PIN #1869.10
SPECIAL CONDITION: 1.) Instream work will be performed from June 1 to September 30 to protect fisheries and local water quality. 2.) Replacement culverts shall be installed with their inverts at or below existing stream bed grade so as to avoid "hanging" and associated impediments to fish passage.

UTM GRID COORDINATES N: 44° 12' 42.90" W: 69° 63' 56.01" USGS QUAD: CAMDEN, ME

I. STATE ACTIONS: PENDING [X], ISSUED [], DENIED [] DATE

LEVEL OF STATE REVIEW: PERMIT BY RULE: TIER 1: x, TIER 2: TIER 3: (NRPA)

II. FEDERAL ACTIONS:

DATE STATE FILE REVIEWED: 5/30/02 (PGP JP MEETING)

LEVEL OF CORPS REVIEW: CATEGORY 1: X CATEGORY 2:

AUTHORITY: SEC 10, 404 X 10/404, 103

EXCLUSIONS: The exclusionary criteria identified in the general permit do not apply to this project.

ESSENTIAL FISH HABITAT (EFH): EFH PRESENT Y/N (CIRCLE ONE)

IF YES: Based on the terms and conditions of the PGP, which are intended to ensure that authorized projects cause no more than minimal environmental impacts, the Corps of Engineers has preliminary determined that this project will not cause more than minimal adverse effects to EFH identified under the Magnuson-Stevens Fisheries Conservation and Management Act.

FEDERAL RESOURCE AGENCY OBJECTIONS: EPA NO, USF&WS NO, NMFS NO

CORPS DETERMINATION: We authorize your project as proposed and as shown on the plans submitted to the Corps under the State of Maine PGP.

Please note that all work is subject to the conditions contained in the general permit and any additional special conditions listed on any attached sheets. No work may be started unless and until all other required local, State and Federal licenses and permits have been obtained. Also, this permit requires you to notify us before beginning work and allow us to inspect the project. Hence, you must complete and return the attached Work Start Notification Form(s) to this office no later than two weeks before the anticipated starting date. (FOR PROJECTS REQUIRING MITIGATION, BE SURE TO INCLUDE MITIGATION WORK START FORM)

Additional Special conditions Attached: YES/NO (CIRCLE ONE)

The Corps of Engineers has implemented an administrative appeals process for jurisdictional determinations. If you are interested in appealing the jurisdictional determination for this project; or if you would like any additional information pertaining to the appeals process, please contact Shawn Mahaney or Rod Howe of my staff at 207-623-8367 at our Manchester, Maine Project Office.

Jay L. Clement
JAY L. CLEMENT
SENIOR PROJECT MANAGER
MAINE PROJECT OFFICE

for Rodney A. Howe 6-17-02
DAVID H. KILLOY
CHIEF, PERMITS & ENFORCEMENT BRANCH
REGULATORY DIVISION

Permit No: GP-39

Effective Date: Sept. 29, 2000

Expiration Date: Sept. 29, 2005

Applicant: General Public, State of Maine

**DEPARTMENT OF THE ARMY
PROGRAMMATIC GENERAL PERMIT
STATE OF MAINE**

The New England District of the U.S. Army Corps of Engineers hereby issues a programmatic general permit (PGP) that expedites review of minimal impact work in coastal and inland waters and wetlands within the State of Maine. Activities with minimal impacts, as specified by the terms and conditions of this general permit and on the attached DEFINITION OF CATEGORIES sheets, are either non-reporting (provided required local and state permits are received), or are reporting, to be screened by the Corps and Federal Resource Agencies for applicability under the general permit. This general permit does not affect the Corps individual permit review process or activities exempt from Corps jurisdiction.

Activities Covered: work and structures that are located in, or that affect, navigable waters of the United States (regulated by the Corps under Section 10 of the Rivers and Harbors Act of 1899) and the discharge of dredged or fill material into waters of the United States (regulated by the Corps under Section 404 of the Clean Water Act), and the transportation of dredged material for the purpose of disposal in the ocean (regulated by the Corps under Section 103 of the Marine Protection, Research and Sanctuaries Act).

PROCEDURES:

A. State Approvals

For projects authorized pursuant to this general permit that are also regulated by the State of Maine, the following state approvals are also required and must be obtained in order for this general permit authorization to be valid (applicants are responsible for ensuring that all required state permits and approval have been obtained):

- (a) Maine Department of Environmental Protection (DEP): Natural Resources Protection Act permit, including permit-by-rule and general permit authorizations; Site Location and Development Act permit; and Maine Waterway Development and Conservation Act.
- (b) Maine Department of Conservation: Land Use Regulation Commission (LURC) permit.
- (c) Maine Department of Marine Resources: Lease.
- (d) Bureau of Public Lands, Submerged Lands: Lease.

Note that projects not regulated by the State of Maine (e.g., seasonal floats or moorings) may still be authorized by this general permit.

B. Corps Authorizations : Category I (Non-Reporting)

Work in Maine subject to Corps jurisdiction that meets the definition of Category I on the attached DEFINITION OF CATEGORIES sheets and that meets all of this permit's other conditions, does not require separate application to the Corps of Engineers. If the State or the Corps does not contact the applicant for PBRs and Tier One permits during the State's Tier One 30-day review period, Corps approval may be assumed and the project may proceed. Refer to the Procedures Section at Paragraph E below for additional information regarding screening.

Note that the review thresholds under Category I apply to single and complete projects only (see special condition 5). Also note that Category I does not apply to projects occurring in a component of, or within 0.25 miles up and downstream of the main stem or tributaries of a river segment of the National Wild and Scenic River System (see condition 11, and page 9 for the listed rivers in Maine).

There are also restrictions on other national lands or concerns which must be met in order for projects to be eligible for authorization under this PGP. Refer to special conditions 6-13 under Paragraph F below.

Work that is not regulated by the State of Maine, but that is subject to Corps jurisdiction, is eligible for Corps authorization under this PGP in accordance with the review thresholds and conditions contained herein.

Although Category I projects are non-reporting, the Corps reserves the right to require screening or an individual permit review if there are concerns for the aquatic environment or any other factor of the public interest (see special condition 4 on Discretionary Authority). The Corps review or State/Federal screening process may also result in project modification, mitigation or other special conditions necessary to minimize impacts and protect the aquatic environment as a requirement for PGP approval.

C. Corps Authorization: Category II (Reporting – requiring screening)

APPLICATION PROCEDURES

For projects that do not meet the terms of Category I (see DEFINITION OF CATEGORIES sheets), the Corps, State, and Federal Resource Agencies will conduct joint screening meetings to review applications. If projects are concurrently regulated by the DEP or LURC, applicants do not need to submit separate applications to the Corps. For projects not regulated by DEP or LURC, applicants must submit an application to the Corps Maine Project Office for a case-by-case determination of eligibility under this general permit (Category II). **Category II projects may not proceed until written notification is received from the Corps.**

Category II projects which occur in a component of, or within 0.25 mile up or downstream of the main stem or tributaries of a river segment of the National Wild and Scenic River System, will be coordinated with the National Park Service (see special condition 11, and page 9 for listed rivers in Maine).

There are also restrictions on other national lands or concerns which must be met in order for projects to be eligible for authorization under this PGP. Refer to special conditions 6-14 under Paragraph E below.

Category II applicants shall submit a copy of their application materials to the Maine Historic Preservation Commission and/or applicable Indian tribe(s) at the same time, or before, they apply to the DEP, LURC, or the Corps so that the project can be reviewed for the presence of historic/archaeological resources in the project area that may be affected by the proposed work. **Applications to the DEP or the Corps should include information to indicate that this has been done (applicant's statement or copy of cover letter to Maine Historic Preservation Commission and/or Indian tribe(s)).**

The Corps may require additional information on a case-by-case basis as follows:

- (a) purpose of project;
- (b) 8 1/2" by 11" plan views of the entire property including property lines and project limits with existing and proposed conditions (**legible, reproducible plans required**);
- (c) wetland delineation for the site, information on the basis of the delineation, and calculations of waterway and wetland impact areas (see special condition 2);
- (d) typical cross-section views of all wetland and waterway fill areas and wetland replication areas;
- (e) delineation of submerged aquatic vegetation, e.g., eel grass beds, in tidal waters;
- (f) area, type and source of fill material to be discharged into waters and wetlands, including the volume of fill below ordinary high water in inland waters and below the high tide line in coastal waters;
- (g) mean low, mean high water and high tide elevations in navigable waters;
- (h) limits of any Federal navigation project in the vicinity and State Plane coordinates for the limits of the proposed work closest to the Federal project;
- (i) on-site alternatives analysis (contact Corps for guidance);
- (j) identify and describe potential impacts to Essential Fish Habitat (contact Corps for guidance);
- (k) for dredging projects, include:
 - 1) the volume of material and area in square feet to be dredged below mean high water,
 - 2) existing and proposed water depths,
 - 3) type of dredging equipment to be used,
 - 4) nature of material (e.g., silty sand),

- 5) any existing sediment grain size and bulk sediment chemistry data for the proposed or any nearby projects,
- 6) information on the location and nature of municipal or industrial discharges and occurrences of any contaminant spills in or near the project area,
- 7) location of the disposal site (include locus sheet),
- 8) shellfish survey, and
- 9) sediment testing, including physical, chemical and biological testing. For projects proposing open water disposal, applicants are encouraged to contact the Corps as early as possible regarding sampling and testing protocols.

The Corps may request additional information. Dredging applicants may be required to conduct a shellfish and/or eel grass survey and sediment testing, including physical, chemical and biological testing. Sediment sampling and testing plans should be prepared or approved by the Corps before the samples are collected.

STATE-FEDERAL SCREENING PROCEDURES:

The Corps intends to utilize the application information required by the State for its regulatory program to the maximum extent practicable and the Corps normally will not be interacting with an applicant who is concurrently making application to the DEP or LURC. Projects not regulated by the State, but needing Corps of Engineers approval, **must apply directly to the Corps**. The joint screening meeting for Category II projects will occur regularly at the Corps or State offices and will involve representatives from the DEP, the Corps, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, and the National Marine Fisheries Service.

The Corps and Federal Resource Agencies will classify the project within the State's review period, not to exceed 60 days, as: 1) approvable under the PGP as proposed; 2) needs additional information, including possible project modification, mitigation or other special conditions to minimize impacts; or 3) exceeds the terms or conditions of the PGP, including the minimal effects requirement, and an individual permit review will be required. In addition, the Corps retains the ability to exercise its discretionary authority and require an individual permit, irrespective of whether the terms and conditions of this general permit are met, based on concerns for the aquatic environment or any factor of the public interest (see special condition 4 on Discretionary Authority). All Category II projects must receive written approval from the Corps before work can proceed. If the project is not approvable as proposed, the DEP, LURC, or the Corps will contact the applicant to discuss the concerns raised. If the applicant is unable to resolve the concerns, the Corps, independently or at the request of the Federal Resource Agencies, will require an individual permit for the project. The applicant will be notified of this in writing, along with information about submitting the necessary application materials. The comments from the Federal Resource Agencies to the Corps may be verbal initially, and must be made within 10 working days of the screening meeting. These comments must be confirmed in writing within 10 calendar days of the verbal response if the Resource Agency(ies) will request an individual permit. The Federal Resource Agency's comments must reflect a concern within their area of expertise, state the species or resources that could be impacted by the project, and describe the impacts that either individually or cumulatively will be more than minimal.

MINERALS MANAGEMENT SERVICE (MMS) REVIEW

For Category II projects which involve construction of solid fill structures or discharge of fills along the coast which may extend the coastline or baseline from which the territorial sea is measured, coordination between the Corps and Minerals Management Service (MMS), Continental Shelf (OCS) Survey Group, will be needed (pursuant to the Submerged Lands Act, 43 U.S.C., Section 1301-1315, 33 CFR 320.4(f)). During the screening period, the Corps will forward project information to MMS for their review. MMS will coordinate their determination with the Department of the Interior (DOI) Solicitor's Office. The DOI will have 15 calendar days from the date MMS is in receipt of project information to determine if the baseline will be affected. No notification to the Corps within 15 day review period will constitute a "no affect" determination. Otherwise, the solicitor's notification to the Corps may be verbal but must be followed with a written confirmation within 10 business days from the date of the verbal notification. This procedure will be eliminated if the State of Maine provides a written waiver of interest in any increase in submerged lands caused by a change in the baseline resulting from solid fill structure or fills authorized under this general permit.

D. Corps Authorization: Category III (Individual Permit)

Work that is in the INDIVIDUAL PERMIT category on the attached DEFINITION OF CATEGORIES sheets, or that does not meet the terms and conditions of this general permit, will require an application for an individual permit from the Corps of Engineers (see 33 CFR Part 325.1). The screening procedures outlined above will only serve to delay project review in such cases. The applicant should submit the appropriate application materials (including the Corps application form) at the earliest possible date. General information and application forms can be obtained at (207) 623-8367 (Maine Field Office), (800) 343-4789, or (800) 362-4367 in Massachusetts. Individual water quality certification and coastal zone management consistency concurrence will be required from the State of Maine before Corps permit issuance.

E. Programmatic General Permit Conditions:

The following conditions apply to activities authorized under the PGP, including all Category I (non-reporting) and Category II (reporting – requiring screening) activities:

GENERAL REQUIREMENTS:

1. **Other Permits.** Authorization under this general permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
2. **Applicability of this general permit shall be evaluated with reference to Federal jurisdictional boundaries.** Applicants are responsible for ensuring that the boundaries used satisfy the federal criteria defined at 33 CFR 328-329.
3. **Minimal Effects.** Projects authorized by this general permit shall have minimal individual and cumulative adverse environmental impacts as determined by the Corps.

4. **Discretionary Authority.** Notwithstanding compliance with the terms and conditions of this permit, the Corps of Engineers retains discretionary authority to require review for an individual permit based on concerns for the aquatic environment or for any other factor of the public interest. This authority is invoked on a case-by-case basis whenever the Corps determines that the potential consequences of the proposal warrant individual review based on the concerns stated above. This authority may be invoked for projects with cumulative environmental impacts that are more than minimal or if there is a special resource or concern associated with a particular project that is not already covered by the remaining conditions of the PGP and that warrants greater review.

Whenever the Corps notifies an applicant that an individual permit may be required, authorization under this general permit is void and no work may be conducted until the individual Corps permit is obtained or until the Corps notifies the applicant that further review has demonstrated that the work may proceed under this general permit.

5. **Single and Complete Projects.** This general permit shall not be used for piecemeal work and shall be applied to single and complete projects. All components of a single project and/or all planned phases of multi-phased projects shall be treated together as constituting one single and complete project (e.g., subdivisions should include all work such as roads, utilities, and lot development). This general permit shall not be used for any activity that is part of an overall project for which an individual permit is required.

NATIONAL CONCERNS:

6. **St. John/St. Croix Rivers.** This covers work within the Saint John and Saint Croix River basins that requires approval of the International Joint Commission. This includes any temporary or permanent use, obstruction or diversion of international boundary waters which could affect the natural flow or levels of waters on the Canadian side of the line, as well as any construction or maintenance of remedial works, protective works, dams, or other obstructions in waters downstream from boundary waters when the activity could raise the natural level of water on the Canadian side of the boundary.
7. **Historic Properties.** Any activity authorized by this general permit shall comply with Section 106 of the National Historic Preservation Act. Information on the location and existence of historic resources can be obtained from the Maine Historic Preservation Commission and the National Register of Historic Places. Federally recognized tribes (Penobscots, Passamaquoddys, Micmacs, and Maliseets) may know of the existence of other sites that may be of significance to their tribes. See page 14 for historic properties contacts.

Applicants with projects which will undergo the screening process (Category II) shall submit a copy of their application materials, with the name and address of the applicant clearly indicated, to the Maine Historic Preservation Commission, 55 Capitol Street, State House Station 65, Augusta, Maine 04333, and to the applicable tribe(s) to be reviewed for the presence of historic and/or archaeological resources in the permit area that may be affected by the proposed work. The Corps will then be notified by the Commission and/or

Tribe within 10 days if there are State and/or tribal concerns that the proposed work will have an effect on historic resources. The applicant should include with their application to the State or the Corps either a copy of their cover letter or a statement of having sent their application material to the Commission and Tribe(s).

If the permittee, either prior to construction or during construction of the work authorized herein, encounters a previously unidentified archaeological or other cultural resource, within the area subject to Department of the Army jurisdiction, that might be eligible for listing in the National Register of Historic Places, he/she shall stop work and immediately notify the District Engineer and the Maine Historic Preservation Commission and/or applicable Tribe(s).

8. **National Lands.** Activities authorized by this general permit shall not impinge upon the value of any National Wildlife Refuge, National Forest, or any area administered by the National Park Service.
9. **Endangered Species.** No activity is authorized under this general permit which
 - may affect a threatened or endangered species or a species proposed for such designation as identified under the Federal Endangered Species Act (ESA),
 - is likely to destroy or adversely modify the critical habitat or proposed critical habitat of such species,
 - would result in a 'take' of any threatened or endangered species of fish or wildlife, or
 - would result in any other violation of Section 9 of the ESA protecting threatened or endangered species of plants.

Applicants shall notify the Corps if any listed species or critical habitat, or proposed species or critical habitat, is in the vicinity of the project and shall not begin work until notified by the District Engineer that the requirements of the Endangered Species Act have been satisfied and that the activity is authorized. Information on the location of threatened and endangered species and their critical habitat can be obtained from the U.S. Fish and Wildlife Service and National Marine Fisheries Service (addresses attached, page 14).

10. **Essential Fish Habitat.** As part of the PGP screening process, the Corps will coordinate with the National Marine Fisheries Service (NMFS) in accordance with the 1996 amendments to the Magnuson-Stevens Fishery and Conservation Management Act to protect and conserve the habitat of marine, estuarine and anadromous finfish, mollusks, and crustaceans. This habitat is termed "essential fish habitat (EFH)", and is broadly defined to include "those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity." Applicants may be required to describe and identify potential impacts to EFH based upon the location of the project, the activity proposed, and the species present. Conservation recommendations made by NMFS will normally be included as a permit requirement by the Corps. Information on the location of EFH can be obtained from the NMFS regulations (50 CFR Part 600) (address listed on page 14) and on their web site (<http://www.nero.nmfs.gov/ro/doc/webintro.html>).

The EFH designation for Atlantic salmon includes all aquatic habitats in the watershed of the following rivers and streams, including all tributaries to the extent that they are currently or were historically accessible for salmon migration:

St. Croix River	Pleasant River	Union River
Boyden River	Narraguagus River	Ducktrap River
Dennys River	Tunk Stream	Sheepscot River
Hobart Stream	Patten Stream	Kennebec River
Aroostook River	Orland River	Androscoggin River
East Machias River	Penobscot River	Presumpscot River
Machias River	Passagassawaukeag River	Saco River

11. **Wild and Scenic Rivers.** Any activity that occurs in a component of, or within 0.25 mile up or downstream of the main stem or tributaries of a river segment of the National Wild and Scenic River System, **must be reviewed by the Corps under the procedures of Category II of this general permit regardless of size of impact.** This condition applies to both designated wild and scenic rivers and rivers designated by Congress as study rivers for possible inclusion while such rivers are in an official study status. The Corps will consult with the National Park Service (NPS) with regard to potential impacts of the proposed work on the resource values of the Wild and Scenic River. The culmination of this coordination will be a determination by the NPS and the Corps that the work: (1) may proceed as proposed; (2) may proceed with recommended conditions; or (3) could pose a direct and adverse effect on the resource values of the river and an individual permit is required. If preapplication consultation between the applicant and the NPS has occurred whereby the NPS has made a determination that the proposed project is appropriate for authorization under this PGP (with respect to wild and scenic river issues), this determination should be furnished to the Corps with submission of the application. The address of the NPS can be found on Page 14 of this permit. *National Wild/Scenic Rivers System (Designated River in Maine) as of 5/2/00: Allagash River beginning at Telos Dam continuing to Allagash checkpoint at Eliza Hole Rapids, approximately 3 miles upstream of the confluence with the St. John River. Length = 92 miles*
12. **Federal Navigation Project.** Any structure or work that extends closer to the horizontal limits of any Corps navigation project than a distance of three times the project's authorized depth (see attached map following page 16 for locations of these projects) shall be subject to removal at the owner's expense prior to any future Corps dredging or the performance of periodic hydrographic surveys.
13. **Navigation.** There shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein and no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized herein.

The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure

or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

14. **Federal Liability.** In issuing this permit, the Federal Government does not assume any liability for the following: (a) damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes; (b) damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest; (c) damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit; (d) design or construction deficiencies associated with the permitted work; (e) damage claims associated with any future modification, suspension, or revocation of this permit.

MINIMIZATION OF ENVIRONMENTAL IMPACTS:

15. **Minimization.** Discharges of dredged or fill material into waters of the United States shall be avoided and minimized to the maximum extent practicable, regardless of review category.
16. **Work in Wetlands.** Heavy equipment working in wetlands shall be avoided if possible, and **if required, shall be placed on mats or other measures taken** to minimize soil and vegetation disturbance. Disturbed areas in wetlands shall be restored to preconstruction contours and conditions upon completion of the work.
17. **Temporary Fill.** Temporary fill in waters and wetlands authorized by this general permit (e.g., access roads, cofferdams) shall be properly stabilized during use to prevent erosion. Temporary fill in wetlands shall be placed on geotextile fabric laid on existing wetland grade. Temporary fills shall be disposed of at an upland site, suitably contained to prevent erosion and transport to a waterway or wetland. Temporary fill areas shall be restored to their approximate original contours but not higher. No temporary fill shall be placed in waters or wetlands unless specifically authorized by the Corps.
18. **Sedimentation and Erosion Control.** Adequate sedimentation and erosion control management measures, practices and devices, such as phased construction, vegetated filter strips, geotextile silt fences or other devices, shall be installed and properly maintained to reduce erosion and retain sediment on-site during and after construction. They shall be capable of preventing erosion, of collecting sediment, suspended and floating materials, and of filtering fine sediment. These devices shall be removed upon completion of work and the disturbed areas shall be stabilized. The sediment collected by these devices shall be removed and placed at an upland location in a manner that will prevent its later erosion into a waterway or wetland. All exposed soil and other fills shall be permanently stabilized at the earliest practicable date.

19. **Waterway Crossings.**

- (a) All temporary and permanent crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed to withstand and to prevent the restriction of high flows, to maintain existing low flows, and to not obstruct the movement of aquatic life indigenous to the waterbody beyond the actual duration of construction.
- (b) Temporary bridges, culverts, or cofferdams shall be used for equipment access across streams (NOTE: areas of fill and/or cofferdams must be included in total waterway/wetlands impacts to determine applicability of this general permit).
- (c) For projects that otherwise meet the terms of Category I, instream construction work shall be conducted during the low flow period July 15 - October 1 in any year. Projects that are not to be conducted during that time period are ineligible for Category I and shall be screened pursuant to Category II, regardless of the waterway and wetland fill and/or impact area.

20. **Discharge of Pollutants.** All activities involving any discharge of pollutants into waters of the United States authorized under this general permit shall be consistent with applicable water quality standards, effluent limitations, standards of performance, prohibitions, and pretreatment standards and management practices established pursuant to the Clean Water Act (33 U.S.C. 1251) and applicable state and local laws. If applicable water quality standards, limitations, etc., are revised or modified during the term of this permit, the authorized work shall be modified to conform with these standards within six months of the effective date of such revision or modification, or within a longer period of time deemed reasonable by the District Engineer in consultation with the Regional Administrator of the Environmental Protection Agency. Applicants may presume that state water quality standards are met with issuance of the 401 Water Quality Certification.

21. **Spawning Areas.** Discharges into known 1) fish and shellfish spawning or nursery areas; and 2) amphibian and waterfowl breeding areas, during spawning or breeding seasons shall be avoided, and impacts to these areas shall be avoided or minimized to the maximum extent practicable during all times of year.

22. **Storage of Seasonal Structures.** Coastal structures such as pier sections and floats that are removed from the waterway for a portion of the year shall be stored in an upland location located above mean high water and not in tidal marsh.

23. **Environmental Values.** The permittee shall make every reasonable effort to carry out the construction or operation of the work authorized herein in a manner so as to maintain as much as is practicable, and to minimize any adverse impacts on, existing fish and wildlife and natural environmental values.

24. **Protection of Vernal Pools.** Impacts to uplands in proximity (within 500 feet) to the vernal pools referenced in DEFINITIONS OF CATEGORIES shall be minimized to the maximum extent possible.

PROCEDURAL CONDITIONS:

25. **Cranberry Development Projects.** For Cranberry development projects authorized under the PGP, the following conditions apply:
1. If a cranberry bog is abandoned for any reason, the area must be allowed to convert to natural wetlands unless an individual permit is obtained from the Corps of Engineers allowing the discharge of fill for an alternate use.
 2. No stream diversion shall be allowed under this permit.
 3. No impoundment of perennial streams shall be allowed under this permit.
 4. The project shall be designed and constructed to not cause flood damage on adjacent properties.
26. **Inspections.** The permittee shall permit the District Engineer or his authorized representative(s) to make periodic inspections at any time deemed necessary in order to ensure that the work is being performed in accordance with the terms and conditions of this permit. The District Engineer may also require post-construction engineering drawings for completed work, and post-dredging survey drawings for any dredging work. **To facilitate these inspections, the attached work notification form should be filled out and returned to the Corps for all Category II projects.**
27. **Maintenance.** The permittee shall maintain the work or structures authorized herein in good condition, including maintenance, to ensure public safety. Dredging projects: note that this does not include maintenance of dredging projects. Maintenance dredging is subject to the review thresholds described on the attached DEFINITION OF CATEGORIES sheets and/or any conditions included in a written Corps authorization.
28. **Property Rights.** This permit does not convey any property rights, either in real estate or material, or any exclusive privileges, nor does it authorize any injury to property or invasion of rights or any infringement of federal, state, or local laws or regulations. **If property associated with work authorized by the PGP is sold, the PGP authorization is automatically transferred to the new property owner. The new property owner should provide this information to the Corps in writing. No acknowledgement from the Corps is necessary.**
29. **Modification, Suspension, and Revocation.** This permit may be either modified, suspended, or revoked, in whole or in part, pursuant to the policies and procedures of 33 CFR 325.7 and any such action shall not be the basis for any claim for damages against the United States.
30. **Restoration.** The permittee, upon receipt of a notice of revocation of authorization under this permit, shall restore the wetland or waterway to its former condition without expense to the United States and as directed by the Secretary of the Army or his authorized representative. If the permittee fails to comply with such a directive, the Secretary or his designee may restore the wetland or waterway to its former condition, by contract or otherwise, and recover the cost from the permittee.

31. **Special Conditions.** The Corps, independently or at the request of the Federal Resource Agencies, may impose other special conditions on a project authorized pursuant to this general permit that are determined necessary to minimize adverse environmental effects or based on any other factor of the public interest. Failure to comply with all conditions of the authorization, including special conditions, will constitute a permit violation and may subject the permittee to criminal, civil, or administrative penalties or restoration.
32. **False or Incomplete Information.** If the Corps makes a determination regarding the eligibility of a project under this permit and subsequently discovers that it has relied on false, incomplete, or inaccurate information provided by the permittee, the permit shall not be valid and the government may institute appropriate legal proceedings.
33. **Abandonment.** If the permittee decides to abandon the activity authorized under this general permit, unless such abandonment is merely the transfer of property to a third party, he/she must restore the area to the satisfaction of the District Engineer.
34. **Enforcement cases.** This general permit does not apply to any existing or proposed activity in Corps jurisdiction associated with an on-going Corps of Engineers or Environmental Protection Agency enforcement action until such time as the enforcement action is resolved or the Corps determines that the activity may proceed independently without compromising the enforcement action. The Corps may choose not to accept applications or issue permits to any applicant with outstanding violations.
35. **Emergency situations.** This PGP can be used to authorize the repair, rehabilitation, or replacement of those structures destroyed by storms, floods, fire or other discrete unexpected and catastrophic event. In such situations and if the work exceeds Category I limitations, if applicant applies to the Corps within 30 days of the event, the Corps will attempt to contact the resource agencies for their approvals but, if unable to contact them, will issue an emergency permit and review them after-the-fact with the agencies at the next joint processing meeting. Proposed work submitted more than 30 days after the emergency will go through the standard PGP procedures.

DURATION OF AUTHORIZATION/GRANDFATHERING:

36. **Duration of Authorization.** Activities authorized under this general permit that have commenced (i.e., are under construction) or are under contract to commence in reliance upon this authorization will remain authorized provided the activity is completed within twelve months of the date of the general permit's expiration, modification, or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 CFR 325.2 (e)(2). Activities completed under the authorization of the general permit that was in effect at the time the activity was completed will continue to be authorized by the general permit.

37. Previously Authorized Activities.

- (a) Activities which have commenced (i.e., are under construction or are under contract to commence) prior to the issuance date of this general permit, in reliance upon the terms and conditions of the non-reporting category of the previous Maine PGP shall remain authorized provided the activity is completed within twelve months of the date of issuance of this general permit, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with special condition 4. The applicant must be able to document to the Corps satisfaction that the project was under construction or contract by the appropriate date.
- (b) Projects that have received written verification or approval from the Corps, based on applications made to the Corps prior to issuance of this general permit, for the previous Maine SPGP and PGP, Nationwide permits, regional general permits, or letters of permission shall remain authorized as specified in each authorization.
- (c) This general permit does not affect activities authorized pursuant to 33 CFR Part 330.3 (activities occurring before certain dates).

{PRIVATE}DISTRICT
ENGINEER_____

DATE_____

CONTACTS FOR MAINE PROGRAMMATIC GENERAL PERMIT:

U.S. Army Corps of Engineers
Maine Project Office
675 Western Avenue #3
Manchester, Maine 04351
207-623-8367
Fax # 207-623-8206

Federal Endangered Species
U.S. Fish and Wildlife Service
Maine Field Office
1033 South Main Street
Old Town, Maine 04468
207-827-5938
Fax # 207-827-6099

Wild and Scenic Rivers
National Park Service
North Atlantic Region
15 State Street
Boston, MA 02109
617-223-5203

Maine Historic Preservation Commission
55 Capitol Street
State House Station 65
Augusta, Maine 04333
207-287-2132
Fax # 207-287-2335

Aroostook Band of Micmacs
P.O. Box 772
Presque Isle, Maine 04769
207-764-1972
Fax # 207-764-7667

Passamaquoddy Tribe of Indians
Pleasant Point Reservation
Attn: Tribal Council
P.O. Box 343
Perry, Maine 04667
207-853-2600
Fax # 207-853-6039

*Federal Endangered Species and Essential
Fish Habitat*
National Marine Fisheries Service
One Blackburn Drive
Gloucester, Massachusetts 01939
978-281-9102
Fax # 978-281-9301

Houlton Band of Maliseet Indians
Attn: Brenda Commander, Tribal Chief
Route 3 – Box 450
Houlton, Maine 04730
207-532-4273
Fax # 207-532-2660

Passamaquoddy Tribe of Indians
Indian Township Reservation
Attn: Donald Soctomah
P.O. Box 301
Princeton, Maine 04668
207-796-2301
Fax # 207-796-5256

Penobscot Indian Nation
Richard Hamilton, Chief
6 River Road
Indian Island Reservation
Old Town, Maine 04468
(207) 827-7776
Fax # 207-827-1137

*Maine Department of Environmental Protection
(For State Permits and Water Quality
Certifications)*

Natural Resources Division
Bureau of Land and Water Quality Control
State House Station 17
Augusta, Maine 04333
207-287-2111

Southern Maine Regional Office
312 Canco Road
Portland, Maine 04103
201-822-6300

Eastern Maine Regional Office
106 Hogan Road
Bangor, Maine 04401
207-941-4570

Northern Maine Regional Office
1235 Central Drive
Skyway Park
Presque Isle, Maine 04769
207-764-0477

*Maine Land Use Regulation Commission (LURC)
offices*

22 State House Station
Augusta, ME 04333-0022
207-287-2631
800-452-8711 (call to obtain appropriate LURC
office)
Fax # 207-287-7439

45 Radar Road
Ashland, ME 04732-3600
207-435-7963
Fax # 207-435-7184

Lakeview Drive
P.O. Box 1107
Greenville, ME 04441
207-695-2466
Fax # 207-695-2380

191 Main Street
East Millinocket, ME 04430
207-746-2244
Fax # 207-746-2243

(For CZM Determinations)

State Planning Office
Coastal Program
184 State Street
State House Station 38
Augusta, Maine 04333
207-287-1009

*Maine Department of Marine Resources
(For Aquaculture Leases)*
McKown Point
Boothbay Harbor, Maine 04575
207-633-9500

(For Submerged Lands Leases)

Maine Department of Conservation
Bureau of Parks and Lands
22 State House Station
207-287-3061

A. INLAND WETLANDS (WATERS OF THE U.S.)¹	CATEGORY I	CATEGORY II	INDIVIDUAL PERMIT
(a) NEW FILL/ EXCAVATION DISCHARGES	<p>Less than 4,300 sf inland waterway and/or wetland fill and secondary impacts (e.g., areas drained, flooded or cleared).</p> <p>-- Includes projects covered by a State Tier One permit with no cumulative impacts over 15,000 sf in inland wetlands from previous permits, unauthorized work, and/or other state permits.</p> <p>--Includes crossing of perennial waterways designated as Essential Fish Habitat (EFH) for Atlantic salmon² if the waterway is crossed with a span and footprints of the span abutments are outside ordinary high water with no more than 4,300 sf of associated wetland impact.</p> <p>--Includes in-stream work of up to 4,300 sf of fill below ordinary high water in waterways not designated as EFH for Atlantic salmon² and performed in accordance with Maine Permit By Rule standards or a LURC permit.</p>	<p>4,300 sf to 3 acres inland waterway and/or wetland fill and secondary impacts (e.g., areas drained, flooded or cleared).</p> <p>--Impact area includes all temporary and permanent fill and excavation discharges except for incidental fallback.</p> <p>--Includes in-stream work, including crossings (other than spanned crossing as described in Category I) with any discharge of fill below ordinary high water in perennial waterways designated as EFH for Atlantic salmon².</p> <p>--Time of year restrictions determined case-by-case.</p>	<p>Greater than 3 acres inland waterway and/or wetland fill and secondary impacts (e.g., areas drained, flooded or cleared).</p> <p>--Impact area includes all temporary and permanent fill and excavation discharges except for incidental fallback³.</p> <p>In-stream work exceeding Category II limits.</p> <p>If EIS required by the Corps.</p>

¹ Waters of the U.S. in inland rivers, streams, lakes, ponds and wetlands.

² Essential Fish Habitat for Atlantic salmon includes all aquatic habitats in the watersheds of the following rivers and streams, including all tributaries to the extent that they are currently or were historically accessible for salmon migration: St. Croix, Boyden, Dennys, Hobart Stream, Aroostook, East Machias, Machias, Pleasant, Narraguagus, Tunk Stream, Patten Stream, Orland, Penobscot, Passagassawaukeag, Union, Ducktrap, Sheepscot, Kennebec, Androscoggin, Presumpscot, and Saco River.

The larger the impacts, the more likely an individual permit will be required. Projects involving widening, expansion or impacts to degraded or low value wetlands between 1-3 acres may be approved under Category II, subject to the Federal screening. The Corps recognizes and endorses the DEP Tier 2 upper thresholds of 1 acre. Compensatory mitigation is likely to be required at this level of impact.

	CATEGORY I	CATEGORY II	INDIVIDUAL PERMIT
(a) NEW FILL/ EXCAVATION DISCHARGES (continued)	<p>--Impact area includes all temporary and permanent fill and excavation discharges except for incidental fallback.</p> <p>--In-stream work limited to July 15-Oct. 1.</p> <p>--This category excludes situations when a vernal pool of any size may be impacted, in accordance with the ME DEP definition of vernal pool⁴.</p> <p>--This category excludes work within ¼ mile of a Wild and Scenic River⁵.</p> <p>--This category excludes dams, dikes, or activities involving water withdrawal or water diversion.</p> <p>--This category excludes work in National Wildlife Refuges.</p>	Proactive restoration projects with any amount of impact can be reviewed under Category II. The Corps, in consultation with State and Federal agencies, must determine that net adverse effects are not more than minimal.	
(b) BANK STABILIZATION PROJECTS	<p>Inland bank stabilization less than 500 ft. long and less than 1 cy fill per linear foot below ordinary high water in ponds, lakes, and waterways not designated as EFH for Atlantic Salmon², provided there is no wetland fill.</p> <p>--In-stream work limited to July 15-October 1.</p>	<p>--Inland bank stabilization in ponds, lakes, and waterways not designated as EFH for Atlantic salmon² which exceeds Category I limits.</p> <p>--Inland bank stabilization of any size below ordinary high water in waterways designed as EFH for Atlantic salmon².</p> <p>--Other stabilization exceeding Category I.</p>	
(c) REPAIR AND MAINTENANCE OF AUTHORIZED FILLS	<p>Repair or maintenance of existing, currently serviceable, authorized fills with no substantial expansion or change in use.</p>	Replacement of non-serviceable fills, or repair or maintenance of serviceable fills with expansion of any amount up to 1 acre, or with a change in use.	Replacement of non-serviceable fills, or repair or maintenance of serviceable fills with greater than 1 acre of expansion.

⁴ Vernal Pool: Naturally-occurring, or intentionally created for the purposes of compensatory mitigation, temporary to permanent bodies of water occurring in shallow depressions that fill during the spring and fall and may dry during the summer. Vernal pools have no permanent or viable populations of predatory fish. Vernal pools provide the primary breeding habitat for wood frogs, spotted salamanders, blue-spotted salamanders, and fairy shrimp, and provide habitat for other wildlife including several endangered and threatened species.

⁵ National Wild/Scenic Rivers System (Designated River in Maine): Allagash River beginning at Telos Dam continuing to Allagash checkpoint at Eliza Hole Rapids, approximately 3 miles upstream of the confluence with the St. John River. Length = 92 miles

B. TIDAL WATERS AND NAVIGABLE WATERS⁶	CATEGORY I	CATEGORY II	INDIVIDUAL PERMIT
(a) FILL		<p>Up to 1 acre waterway or wetland fill and secondary impacts (e.g., areas drained, flooded or cleared). Includes temporary and permanent waterway fill.</p> <p>--Temporary tidal marsh impacts up to 1 acre.</p> <p>--Permanent tidal marsh, mudflat, or vegetated shallows⁷ fill up to 1,000 sf.</p> <p>-- Proactive restoration projects with any amount of impact can be reviewed under Cat. II. The Corps, in consultation with State and Federal agencies, must determine that net adverse effects are not more than minimal.</p>	<p>Greater than 1 acre waterway fill and secondary impacts (e.g., areas drained, flooded or cleared). Includes temporary and permanent waterway fill.</p> <p>--Temporary tidal marsh impacts over 1 acre.</p> <p>--Permanent tidal marsh, mudflat, or vegetated shallows⁶ fill over 1,000 sf.</p>
(b) REPAIR AND MAINTENANCE WORK	<p>Repair or maintenance of existing, currently serviceable, authorized structure or fill with no substantial expansion or change in use.</p> <p>--Work must be in same footprint as original structure or fill.</p>	<p>Repair or replacement of any non-serviceable structure or fill, or repair or maintenance of serviceable fills, with expansion of any amount up to 1 acre, or with a change in use.</p>	<p>Replacement of non-serviceable structures or fill or repair or maintenance of serviceable structures or fill with expansion greater than 1 acre.</p>

⁶ Navigable Waters: waters that are subject to the ebb and flow of the tide and Federally designated navigable waters (Penobscott River to Medway, Kennebec River to Moosehead Lake, and the portion of Umbagog Lake in Maine).

⁷ Vegetated Shallows: subtidal areas that support rooted aquatic vegetation such as eelgrass.

	CATEGORY I	CATEGORY II	INDIVIDUAL PERMIT
(c) DREDGING	<p>Maintenance dredging of less than 1,000 cy with upland disposal.</p> <p>--Proper siltation controls used</p> <p>--Limited to work between November 1 and January 15</p> <p>--No impact to special aquatic sites⁸.</p>	<p>Maintenance dredging of greater than 1,000 cy, new dredging of up to 25,000 cy, or projects that do not meet Category I. Disposal includes upland, open water or beach nourishment (above mean high water), only if material is determined suitable.</p>	<p>Maintenance dredging (any amount) in or affecting special aquatic sites⁷.</p> <p>See B(a) above for dredge disposal in wetlands or waters.</p> <p>New dredging greater than 25,000 cy or any amount in or affecting special aquatic sites⁷.</p>
(d) MOORINGS	<p>--Private, non-commercial, non-rental single boat moorings not associated with any boating facility⁹ provided not located in a Federal Navigation Project, there is no interference with navigation, it is not located in vegetated shallows⁶, and it is within ¼ mile of the owner's residence or a public access point¹⁰.</p> <p>--Minor relocation of previously authorized moorings and moored floats consistent with Harbormaster recommendations, provided it is also consistent with local regulations, is not located in vegetated shallows, and does not interfere with navigation.</p>	<p>Moorings that do not meet the terms of Category I (e.g., rental or service moorings) and moorings that meet the terms of Category I that are located in a Federal anchorage.</p>	<p>Moorings within the horizontal limits, or with moored vessels that extend, into the horizontal limits of a Federal Navigation Project, except those in Federal anchorages under Category II.</p>

⁸ Special Aquatic Sites: include wetlands and salt marsh, mudflats, riffles and pools, and vegetated shallows.

⁹ Boating Facilities: facilities that provide, rent, or sell mooring space, such as marinas, yacht, clubs, boat clubs, boat yards, town facilities, dockominiums, etc.

¹⁰ Cannot be at a remote location to create a convenient transient anchorage.

	CATEGORY I	CATEGORY II	INDIVIDUAL PERMIT
(e) PILE-SUPPORTED STRUCTURES AND FLOATS	Reconfiguration of existing authorized docks, provided structures are not positioned over vegetated shallows ⁶ or salt marsh and provided floats are supported off substrate at low tide. No dredging, additional slips or expansion allowed.	Private piers and floats for navigational access to waterway (seasonal and permanent).	Structures, piers or floats that extend, or with docked/moored vessels that extend, into the horizontal limits of a Federal Navigation Project. Structures, including piers and floats, associated with a new or previously unauthorized boating facility ⁸ .
(f) MISCELLANEOUS	<p>--Temporary buoys, markers, floats, etc., for recreational use during specific events, provided they are removed within 30 days after use is discontinued.</p> <p>--Coast Guard approved aids to navigation.</p> <p>--Oil spill clean-up temporary structures or fill.</p> <p>--Fish/wildlife harvesting structures/fill (as defined by 33 CFR 330, App. A-4)</p> <p>--Scientific measurement devices and survey activities such as exploratory drilling, surveying or sampling.</p> <p>--Shellfish seeding (brushing the flats) projects¹¹</p> <p>--Does <u>not</u> include oil or gas exploration and fills for roads or construction pads.</p> <p>--This category excludes work in National Wildlife Refuges.</p>	<p>--Structures or work in or affecting tidal or navigable waters that are not defined under any of the previous headings. Includes, but is not limited to, utility lines, aerial transmission lines, pipelines, outfalls, boat ramps, bridge fills/abutments, etc.</p> <p>--Shellfish/finfish (other than Atlantic salmon), or other aquaculture facilities which are consistent with the Corps revised standard siting requirements and standard permit conditions dated 7/6/94, or as revised.</p>	If EIS required by Corps.

¹¹ Brushing the flats: the placement of tree boughs, wooden lath structures, or small-mesh fencing on mudflats for the purpose of enhancing recruitment of soft-shell clams (*Mya arenaria*).

WORK START NOTIFICATION FORM

(Minimum Notice: Two Weeks before Work Begins)

MAIL TO: U.S. Army Corps of Engineers, New England District
Regulatory Branch
Policy Analysis/Technical Support Section
696 Virginia Road
Concord, Massachusetts 01742-2751

A Corps of Engineers Permit (No. _____) was issued to the permittee. The permit authorized the permittee to _____

The people (e.g., contractor) listed below will do the work, and they understand the permit's conditions and limitations.

PLEASE PRINT OR TYPE

Name of Person/Firm: _____

Business Address: _____

Telephone Number: (____) _____ (____) _____

Proposed Work Dates: Start: _____ Finish: _____

PERMITTEE'S SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____ **TITLE:** _____

FOR USE BY THE CORPS OF ENGINEERS

PM: _____ Submittals Required: _____

Inspection Recommendation: _____

MITIGATION WORK-START NOTIFICATION FORM
(Minimum Notice: Two Weeks Before Mitigation Work Begins)

MAIL TO: U.S Army Corps of Engineers, New England District
Regulatory Branch
Policy Analysis/Technical Support Section
696 Virginia Road
Concord, Massachusetts 01742-2751

Corps of Engineers Permit No. () was issued to **[insert name of permittee]**. The permit authorized the permittee to **[insert brief description of the authorized work and location]**.

The permit required compensatory mitigation. **[Briefly describe the requirements, including, if applicable, submitting a final mitigation plan and monitoring reports.]**

Those listed below will do the mitigation, including monitoring and remediation if required. They understand the requirements of the permit and the mitigation and monitoring plan.

PLEASE PRINT OR TYPE

Environmental
Consultant/Scientist

Mitigation
Contractor

Name of Person/Firm: _____

Business Address: _____

Telephone Number: () _____ () _____

Proposed Mitigation Work Dates: Start _____ Finish _____

PERMITTEE'S SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

Corps PMs: _____